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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

Obtaining Copies of Wills by Post.

IT WILL BE seen from a letter from Mr. J. DANVERS POWER to *The Times*, which we print elsewhere, that the officials in the Principal Probate Registry are now prepared to extend the facilities for obtaining copies of wills by post to persons resident in London. Hitherto these have been restricted to applicants outside London. The new arrangement will be convenient, but it is a little singular that it should only be announced in a letter to *The Times*. At least we do not remember to have seen it stated elsewhere. It appears to be the motto at Somerset House to "Do good by stealth and blush to find it fame."

Reports of Pending Proceedings.

THE REPORTING of a trial while in progress is one of the regular tasks of journalism, and the announcement, before a case comes on, of its nature may be quite unobjectionable. Indeed, such announcements are being continually made. But when to the announcement there are added details as to the parties which are likely to cause annoyance, and the publication of which is a breach of confidence, the matter properly calls for the judicial rebuke administered by the President last week in the probate case of *Re H. T. H. Sykes, deceased*. On another page we re-print from *The Times* Sir HENRY DUKE's observations.

The Scottish Solicitor-General.

THE APPOINTMENT of the Scottish Solicitor-Generalship has gone to Mr. D. P. FLEMING, K.C., who received it after BONAR LAW's victory in 1922, but resigned it a few months later, since he had failed to secure a seat in the House of Commons. On the present occasion both he and the Lord Advocate have secured election. Mr. FLEMING has a large and very varied practice at the Scots Bar, and shares with Mr. WILFRID GREEN, a special silk at our

Chancery Bar, the distinction of being both a K.C., and an M.C. He won the Military Cross by gallant service under fire as adjutant of a Scottish infantry battalion during the Homeric struggle in France of 1918, when the Germans made their last daring but unsuccessful push for victory. Mr. FLEMING, who had served all through the war, received such severe injuries that his return to active practice was at one time despaired of, but happily his health gradually recovered and he resumed his successful career in Parliament House.

The New County Court Judge.

Mr. R. O. ROBERTS has just been appointed by Lord CAVE as successor to His Honour Judge CARADOC REES in the vacant Welsh county court circuit. The new judge is a comparatively young man, just about fifty, and has contested Anglesey in the Conservative interest on several occasions, but without success. Curiously enough, he is not so much a Welsh circuit practitioner as a London lawyer; he has long enjoyed a very considerable practice as counsel for the London General Omnibus Company, and otherwise in collision cases. Before he came to the Bar, twenty years ago, Mr. ROBERTS was an official in the Law Courts, and frequently acted as an Associate in the King's Bench Division. His own generation of bar-students, too, remember him as a brilliant debater at the Hardwicke, the Union, and the other debating societies in the Inns of Court, of most of which he in due course became President. As a rule the county court bench is somewhat of a preserve for elderly common law King's Counsel who have given up hopes of preferment to the High Court bench; the average age of newly-appointed county court judges appears to be higher than that of the corresponding class of High Court judges. The appointment of younger men, such as Mr. ROBERTS, has, therefore, the advantage of infusing a more youthful outlook into a very useful and interesting department of judicial work.

An Accidental Judicial Reminiscence.

LORD DARLING very unexpectedly found himself face to face with a long-forgotten episode of his earlier career when he tried on Friday of last week the unreported libel action of *Campbell* v. *Hoddard and another*. The facts of the case have no legal significance, nor did any legal point of importance emerge; so we need not refer to them. But the plaintiff in person, a barrister and an ex-M.P., subjected the second defendant, likewise a member of the Bar, to a very severe cross-examination, taking him through his past political career, in the course of which he had fought no fewer than six unsuccessful Parliamentary contests. Two of these were in one of the divisions of Hackney, and the plaintiff put questions the object of which, apparently, was to show that the defendant in question had been rejected by the Hackney electors because they believed him a political adventurer or otherwise a not very estimable character. Unfortunately for the plaintiff, some forty years ago Lord DARLING fought Hackney—unsuccessfully—in the Conservative interest; a fact of which he promptly reminded everyone in court, and not unnaturally he refused to accept the view that rejection by the electors of Hackney is any reflection on a candidate's character or his credibility as a witness to truth. His lordship, of course, treated the episode with the greatest good humour. Scottish lawyers, however, will probably be reminded of the very *mal-à-propos* question of a Scots advocate, appearing before a famous Scots Judge of last century, who cross-examined a witness with a view to showing that he must be rather an inferior sort of person, because he had been rejected for the New Club of Edinburgh—the Scottish counterpart of the English Athenæum. Everybody in court except the luckless advocate knew that the Scots judge in question had been blackballed three times for the New Club.

The Disclaimer of Trusts.

IT IS A little curious that the Courts did not long ago adopt the rule that a trustee is not to be treated as having accepted a trust until he has given clear intimation of such acceptance. On the contrary, the view seems to have prevailed that a person nominated trustee is to be deemed to have accepted the trust, and that it is for him, if he wishes to disclaim it, to show in writing or by conduct an intention to that effect. But the decision of Lord BUCKMASTER in *Re Clout and Frewer's Contract*, 1924, 2 Ch. 230, will do something to put the law on a more satisfactory footing. It appears to have been SUGDEN, L.C., in Ireland, who laid down the inconvenient principle that in this matter silence gives consent, and that a trustee who does nothing accepts the trust. "It is said," he observed in *Re Uniacke*, 1844, 1 Jo. and Lat. 1, "that the trustee never executed the deed; never acted, and now refuses to act; but after the lapse of time which has occurred since the settlement was executed, this person must be considered to have accepted the trust." The lapse of time there was some twenty-three years, and so far from accepting, non-action for this period would seem to be conclusive to show non-acceptance. But that Lord ST. LEONARDS was resolved to carry out his principle rigorously was shown by his decision in the same year in *Re Needham*, 1 Jo. & Lat. 34. There a testator who died in 1910 bequeathed a long term to trustees, the survivor of whom never acted; but he did not formally disclaim the trust, and in 1844 the Lord Chancellor held that, notwithstanding his not acting for thirty-four years, he must be presumed to have accepted the trust.

Disclaimer by Non-Acting.

THE ABOVE DECISIONS do not appear to have been cited to JESSEL, M.R., when the question of disclaimer arose in *Re Gordon*, 1877, 4 Ch. D. 531, and he took quite a contrary view. True, the matter was assisted then by the fact that the same person was appointed both executor and trustee, and that he renounced probate; and in that case this was perhaps material, since the trusts of the real and personal estate were combined, and some of them—the payment of debts, etc.—were incident to the duties of executor. But while under these circumstances Sir GEORGE JESSEL regarded the renunciation of probate as conclusive of the disclaimer of the trust, he appears to have thought that a comparatively short period of inaction would be of weight. It was, he said, a very strong circumstance that for three years a man did not act at all; it was a strong proof that he did not intend to act. "Of course it is not in itself conclusive, but it is evidence that he does not intend to act." But the forming of an intention not to act is a disclaimer, and evidence of such intention is evidence of disclaimer. This appears to have been the opinion of the Court of Appeal in *Re Birchall*, 1889, 40 Ch. D. 438. There a testator had died in 1876, and one of his trustees, A, intimated that he would not act, and in fact never acted, and, on the death of B, the other person appointed as trustee, A executed a deed appointing a third person, C, trustee jointly with himself. It was held that he had already disclaimed the office of trustee and hence the appointment was void; and the disclaimer of the office of trustee, it was also held, was a disclaimer of the legal estate. In *Re Clout and Frewer's Contract, supra*, Lord BUCKMASTER, who was sitting for Mr. Justice ASTBURY, had to decide between these views, and he preferred the later cases to the earlier decisions in Ireland. An executor-trustee survived his testator for nearly thirty years. He never proved the will or acted in the trust, nor did he apply for or receive a legacy of nineteen guineas which was left to him in his official capacity. Whether this last point would have induced Lord ST. LEONARDS to hold that he had disclaimed the trust cannot be said; but otherwise the above cases before him show that he would have pronounced for acceptance. But Lord BUCKMASTER preferred the new direction given to the law in *Re Gordon*. He admitted that according to JESSEL, M.R., three years' inaction was only evidence of intention not to act. But the evidence grew stronger with the extension of time and was conclusive at thirty years. This seems clearly right, but at what earlier date was it conclusive? The rule is made a little clearer, but is still left uncertain, and, as we said at the beginning, it would be better to infer disclaimer unless there is definite evidence of acceptance.

The High Court and the Jurisdiction of Magistrates.

THE RELUCTANCE of the High Court to interfere in proceedings already commenced in an inferior court was illustrated quite recently on a motion in *Williams* v. *Deptford Urban District Council*, *Times*, 1st inst., before EVE, J. In that case an effort was made to obtain an injunction restraining the defendant council from interfering with certain buttresses supporting a wall belonging to the plaintiff, and to restrain them from taking proceedings before a magistrate to determine any question to be determined in the action. The plaintiff objected to the conduct of the defendants in having obtained a summons in the local police court with a view to compelling the plaintiff to remove additions to the wall which they alleged were encroachments within s. 119 of the Metropolitan Management Act, 1855. During the hearing of the motion the cases of *Grand Junction Waterworks* v. *Hampton U.D.C.*, 46 W.R. 644; 1898, 2 Ch. 331; and *Merrick* v. *Liverpool Corporation*, 1910, 2 Ch. 449 were referred to. In *Merrick* v. *Liverpool Corporation*, EVE, J., refused to interfere with the jurisdiction of the magistrate, and in the course of his judgment he stated that STIRLING, J., had in the former case exhaustively reviewed the authorities on the question of interference with the duties of magistrates, and he proceeded to read an illuminating passage from the judgment of STIRLING, J., explaining the attitude of the Courts towards interference with the jurisdiction of magistrates in conflicts between individuals and local authorities.

Avoidance of Expensive Modes of Settling Disputes.

THE PASSAGE referred to is as follows, see 46 W.R., at p. 648; 1898, 2 Ch. at p. 345: "Now, whether or no there be jurisdiction in the court to restrain by injunction such an application, it seems to me that the granting of an injunction in such a case is a matter which ought to be done with the greatest possible caution, and I respectfully adopt the language of the Master of the Rolls in that case"; JESSEL, M.R., in *Stannard* v. *Vestry of St. Giles, Camberwell*, 30 W.R., at p. 694; 20 C.D., at p. 196: "'Where the Legislature has pointed out a mode of proceeding before a magistrate it is not, as a general rule, for another court to interfere to stop that proceeding by injunction.' I desire to add that in contests between local authorities and private owners it seems to me that that rule ought to be adhered to somewhat strictly. In these matters as to building lines the Legislature has provided the cheap and short mode of obtaining a decision on the point in question, and it would be a matter of regret if a different and more expensive mode of obtaining a decision were to be habitually resorted to, or resorted to in the absence of very special circumstances. I confess my own experience, sitting here as a judge, leads me to believe that vestries and other local authorities are sometimes too ready to embark in costly litigation without any equivalent benefit to the public or the ratepayers whom they represent; and I should be sorry if either private individuals or public authorities were, when a cheap and speedy mode of settling a dispute is provided by the Legislature, to resort to a more expensive one. I think, therefore, that, in the exercise of the discretion which is vested in the Court, it ought even as regards the granting of an injunction, to be very slow to grant an injunction against taking proceedings before the magistrate when the Legislature has pointed out that as the proper mode of proceeding . . ." In the present case, EVE, J., said that the circumstances did not warrant him in exercising the jurisdiction to stay the proceedings before the magistrate, and he made no order upon the motion. The general attitude of the Court is, moreover, briefly summed up in Stone's "Justices' Manual," see 56th ed., 1924, p. 222: "The Court will not, in the absence of very special circumstances exercise its jurisdiction (if any exists) to interfere by way of injunction or declaration of right when the Legislature has prescribed a mode of procedure before justices."

Relief in respect of Rates on Ecclesiastical Tithe Rent-charge

WE PRINTED recently a letter from Mr. ERNEST J. WATSON in reference to the effect of s. 1 (2) of the Ecclesiastical Tithe Rent-charge Act, 1920. He pointed out that the Act is described in the full title as "An Act to reduce temporarily the rates payable in respect of Ecclesiastical Tithe Rent-charge"; that s. 1 (1) provides that such rates made up to 1st January, 1926, shall not be in excess of the 1918 rate; and that total exemption is given by s. 1 (2) where the total income from a benefice does not exceed £300, and an abatement of one-half from £300 to £500. Mr. WATSON raised the question whether both sub-sections are temporary, or whether the exemption and abatement provisions of s-s. (2) are free from the limit of 1st January, 1926, imposed in s-s. (1). A correspondent points out to us that the question is really answered by the words in s-s. (2), "In respect of any such rate as aforesaid"—that is, in respect of a rate made on or after 1st April 1920, and before 1st January, 1926. Thus the operation of s-s. (2) is restricted to 1st January, 1926, in the same manner as s-s. (1).

The Law of Property Bills.

(Continued from p. 100.)

The Law of Property and Land Charges Bills.

THERE are cases, and not a few—mainly, we imagine, cases of ownership of houses—where the owner is beneficially entitled in fee simple, free from any equitable interests. In these the transfer of ownership presents no difficulty. The conveyance can be as short as a registered transfer. But in the great majority of cases of property of substantial value, the ownership is not of this simple kind. The land is settled, and there are interests in it, vested or contingent, present or future, existing in the income or the corpus, or represented by capital charges, belonging to many different persons. Or the land is subject to a trust for sale, and there may be many persons interested under that trust, and in a sense they have interests in the land. Or the land may be subject to one or more mortgages, and both the mortgagees and the owner are interested in the land. Or one who was absolute owner may have died, and the land may have to be sold by his representatives in order to satisfy the claims of creditors or legatees. Or though none of these variations of absolute ownership may have occurred, the owner may himself have created equitable interests—where, for example, he has charged the land as security for money, or where he has granted an annuity out of it for life—for that will in future create only an equitable interest. In all these cases, apart from conveyancing devices or statutory over-reaching powers, the land is unsaleable unless the concurrence of all these persons variously interested can be obtained.

To a large extent the difficulty of obtaining this concurrence is provided against by the existing system of conveyancing. The case just mentioned of a trust for sale is a conveyancing device largely used in settlements and wills. A sale under the trust effectively over-reaches the equitable interests of the beneficiaries. The case of settled land is provided for by statute and a sale by the tenant for life over-reaches, generally speaking, all other interests. The case of a mortgage used to be provided for by giving an express power of sale, but this has been replaced by a statutory power. The case of "representatives" was provided for by the common law in regard to leasehold property, and to a very limited extent with regard to real property; but in general, as to real property, it depended on there being a charge for debts, and even then there were difficult questions as to the power to convey the legal estate. These difficulties were cleared away by Part I of the Land Transfer Act, 1897, which conferred a power of sale on the representatives for the purpose of administration; but unfortunately it applied the term "personal representative" to real estate, a mistake which is perpetuated

in the new scheme. Of course the word "personal" should be dropped altogether, and "representative" used for all cases of devolution on persons charged with the administration of the estate of a deceased person. There remains the case of a beneficial owner of the fee simple whose land is not entirely under his own control, but is subject to equitable interests such as those we have just instanced, and for this case neither conveyancing devices nor statutes have so far provided.

Clause 2 of the Law of Property Bill, which is a re-drafting of s. 3 of the Act of 1922, remedies this omission. During the passing of Lord BIRKENHEAD'S Act various attempts were made to produce a satisfactory "curtain clause," that is, a clause which should effectively put all equitable interests behind a curtain, and enable the vendor and purchaser of the legal estate to transact their business on an unincumbered stage. But bold attempts of this kind met with opposition, and the simple plan of the curtain had to be modified. Section 3 of the Act of 1922 represented a compromise; it was the result of the draftsman trying to give effect to incompatible views, and not unnaturally it proved difficult, if not impossible, to be understood. We freely expressed the view that it would wreck the new system if it was allowed to become operative.

In its new form the clause is not open to any such objection. It is perfectly easy to understand. But this is because there is no longer any ambitious attempt to introduce any new principle. The clause in fact is almost entirely declaratory of the existing law, and anyone who compares our above general statement of existing law and conveyancing practice will at once see that this is correct. We printed the clause in full when the Law of Property (Consolidation) Bill was issued last August (68 SOL. J., p. 913). Taking sub-clause (1), it deals with (i) sales under the Settled Land Act; (ii) sales under a trust for sale; and (iii) sales by a mortgagee or representative; and states as to each that it shall have the overreaching effect which is familiar under the present practice. It adds (iv) the case of a sale by the court, which also, as is well known, overreaches equitable interests. We do not find that these sub-clauses vary at all the existing law and practice. They contain, indeed, conditions as to the payment of the purchase money, but they are the usual conditions. To this extent the clause may be useful, but it should be understood that it contains nothing new; it makes no conveyancing innovation.

But with sub-clauses (2) and (3) it is different, and they introduce a very important innovation—repeating it from Lord BIRKENHEAD'S Act. They fill up, indeed, the gap in the existing law and practice to which we have called attention above. They deal with the case of a beneficial owner who finds that he is hampered in dealing with the land because of the existence of equitable interests. There is no trust for sale, and there is no settlement, so as to enable the owner to sell under one or the other. But the framers of the scheme said to themselves, if there is not a trust for sale, why should not we make one? And in their abundant generosity they said, if there is not a settlement, why should we not make one? So that, not only shall the owner have the chance of selling, but he shall have a choice of modes. We do not see that this choice of modes was necessary, but there it is; an owner subject to equities can create a trust for sale, or he can create what is deemed to be a settlement. He does the former under clause 2 (2) of the Law of Property Bill; he does the latter under clause 21 of the Settled Land (Consolidation) Bill. In either case he turns the land into money and the equitable interests in the land are transferred to the proceeds of sale. The important thing to the owners of these interests is that the money shall be sufficient and shall be safe. As to the former, they must rely on the duty of obtaining the best price being properly performed, whether under the trust for sale or the notional settlement. As to the latter they have the guarantee that the persons to receive the purchase money must be either trustees approved or appointed by the court or a trust corporation.

But this new device of creating a trust for sale or a settlement *ad hoc* calls for some limitation, otherwise it will have a much more powerful overreaching effect than a sale under an ordinary trust for sale or an actual settlement. A trust for sale overreaches only the interests of persons interested in the proceeds of sale; a settlement overreaches only the interests under the settlement. But this new trust for sale or notional settlement is a FRANKENSTEIN which, if uncontrolled, will enable a clean sweep to be made of all equitable interests of every kind. This, of course, the draftsman has foreseen, and a series of limitations are imposed by sub-clause (3). And these are reproduced *verbatim* in clause 21 (2) of the Settled Land Bill as limitations on the overreaching effect of a sale under a notional settlement *ad hoc*. But they cannot be understood, nor can we deal further with clause 2 of the Law of Property Bill, without a reference to the Land Charges Bill.

The investigation of title in the future will depend still more than it does at present on searches at the Land Registry. Fortunately the separate search at the Bankruptcy Court will cease to be necessary; on the other hand, there will be a search for local land charges. This will take the place of the inquiry of the clerk to the local authority, which it is now customary to make, *i.e.*, upon purchases of house and other property which are likely to be subject to charges under the Public Health Acts or similar statutes. There have been, of course, searches at the Land Registry, namely, for *lis pendens*, annuities, writs and orders affecting land, deeds of arrangement and land charges. The registers of all these matters are kept at the Land Registry under the Land Charges Acts, and they will be continued, though no annuity is to be registered after the commencement of the new Land Charges Act, and the register of annuities will be closed so soon as the existing entries are cleared off. In future a terminable annuity will be an equitable interest and will be protected in the same manner and to the same extent as other equitable interests. The register of *lis pendens*—now to be translated into "pending actions"—will have additional importance, since it will include bankruptcy petitions. When a receiving order is made, then the receiving order will be registered in the register of writs and orders. The title of a trustee in bankruptcy will be void as against a purchaser of a legal estate in good faith for money or money's worth without notice of an available act of bankruptcy unless at the date of the conveyance either the petition is registered as a pending action, or the receiving order is registered in the register of writs and orders. Search in these registers, therefore, will clear the title as to bankruptcy, save only in the case of the purchaser having notice of an available act of bankruptcy. Occasionally the possibility of such notice occasions difficulty, but it is a little difficult to see how this is to be avoided. The register of deeds of arrangement will be continued. Thus the searches will be made as at present in the registers of pending actions, annuities, writs and orders and deeds of arrangement, and the purchaser will take free from any of these matters unless they are registered, and in the case of a writ or order affecting land he will take free from "every delivery in execution or other proceeding taken pursuant to it." These words are repeated in clause 7 (1) of the Land Charges Bill from the Land Charges Act, 1888, into which they were introduced in consequence of the decision in *Re Pope*, 17 Q.B.D. 743, that a purchaser might be defeated by the land having been taken in execution immediately before completion, a matter which it was barely possible for him to ascertain (see "Elphinstone and Clark on Searches," pp. 1, 40).

So far, therefore, there is no change except as regards the closing of the register of annuities and bankruptcy. But it is different with regard to the registration of land charges, the scope of which is greatly extended, and the search for these, and the effect of non-registration in allowing equitable interests and puisne mortgagees to be overreached, will require careful consideration. This we must reserve for our next article.

(To be continued.)

Mr. Leonard John Underwood, sixty-two, of Bedford-row, Holborn, W.C., and of "Babcary," Nether-street, Finchley, N., solicitor, has left estate of gross value £17,749 (net personalty £12,307).

Jurisdiction over Foreign Sovereigns

No rule of International Law as accepted and applied in our courts can be more settled than that which forbids suits to be instituted within British jurisdiction against the sovereign of a foreign state unless that monarch has submitted to the jurisdiction of the particular court in which he is sued. But difficulties nevertheless arise from time to time upon three preliminary points. In the first place, whom precisely does the class of foreign sovereign comprise? In an Empire like our own, with complicated imperial relationships, having not only colonies and dominions, but also protectorates and "spheres of influence" questions not infrequently arise as to whether or not any protected sovereign is merely a treaty-bound ally, and therefore the ruler of an independent state, or is completely subject to our dominion, and therefore a British subject. In India, in Nigeria, in Egypt and East Africa and Malaya, this problem is often to the fore; in other days it also arose in the case of the sometime Transvaal Republic, since 1902, of course, annexed to the British Crown, and now a province of the Dominion styled the Union of South Africa.

In the second place, a question arises which is adjective or ancillary to that just posited. In a case of dispute, how is the matter to be decided? Obviously the problem is a mixed matter of fact and of law. Is it, then, open to either party to call expert evidence in the ordinary way to prove the precise status of an individual who claims to be an independent foreign sovereign? And whom would the court regard as "experts" in such a matter? Or is the point a matter of pure judicial notice to be determined by the court as best it may by the aid of its own everyday knowledge (in fact derived from works of reference, no doubt, but in theory the unaided outcome of the judge's experience of affairs), and without the assistance of an expert?

Still a third point keeps coming up. Suppose it be admitted that the defendant is a foreign sovereign, yet it may be contended that he has, in fact, so acted as to imply submission to the jurisdiction of the court. Express submission, of course, creates no difficulties. But express submission is rather rare. In nearly every case in which the court has in fact entertained a suit against a foreign sovereign on the ground of his submission to the jurisdiction, the submission relied on has been a matter either of *implication* (*i.e.*, the logical result in law of some act of his, such as himself commencing proceedings in our courts), or else of *presumption* (*i.e.*, inferred by circumstantial reasoning from the general character of his relevant acts). And neither "implication" nor "presumption," in the nature of things, can be ascertained with so much certainty as can an express submission.

Each one of those three preliminary problems has been raised in a very interesting form in the recent case of *Duff Development Co., Ltd.* v. *Government of Kelantan and Another*, 1924, A.C. 797, which duly came before the House of Lords and was decided in favour of the Sovereign of Kelantan, a Protected State within the group known as the Federated Malay States. The House of Lords generally re-affirmed the view, very positively laid down in the familiar leading case of *Mighell* v. *Sultan of Johore*, 1894, 1 Q.B. 149, that a protected state or its sovereign, although bound by treaty to Great Britain and controlled in its public policy, external and internal, by a British Resident or Political Agent or Diplomatic Adviser, is in the eyes of International Law a sovereign state—not indeed for the purpose of Public International Law, but for the purposes of Private International Law. Again, the House held that our courts must take judicial notice of the question whether or not any prince is sovereign or not, and cannot hear testimony, expert or otherwise, on the matter. In case of doubt, the court may, and indeed must, invite the certificate of a Secretary of State as to the status of the sovereign in dispute; if such certificate is asked for by the court, then it is conclusive. Lastly, the House held that a sovereign who lets a matter in dispute go to arbitration does not thereby give an implied or presumptive submission to the jurisdiction of that court in which proceedings to enforce the award would be taken in the ordinary course. Nay, further, even when he applies to the court to set aside an award, he does not submit to its jurisdiction as regards the merits of the dispute submitted to arbitration. But on each of those points a little fuller discussion is desirable to elucidate the manner in which the House of Lords approached the issues.

It is necessary, before dealing briefly with the issues of law, to outline the facts in dispute. These are lucidly set out in a passage in Lord Cave's judgment (1924, 1 A.C. 797, at pp. 798-9), of which the following is a condensed summary: In 1912 the Government of Kelantan, using the service of the British Crown Agents for the Kelantan, entered into an agreement under seal with the Duff Development Company, Limited. The company obtained under this agreement certain concessions over lands within Kelantan; these included mining, timber felling, road-making and other rights. There was in the deed an arbitration clause which expressly and in set terms incorporated the Arbitration Act, 1889, and provided for the submission to arbitration of disputes under the agreement. Disputes did arise; they were referred under the arbitration clause to an arbitrator. In 1921 the arbitrator made an award, in which he directed an inquiry as to damages in favour of the company, and directed the Government of Kelantan to pay the costs of the arbitration proceedings. A month after the award the Government of Kelantan moved in the English Chancery Division, under s. 11 of the Arbitration Act, 1889, to set aside the award on the ground of error in law appearing in the form of the award. The application was dismissed, with costs, by the first instance judge, and thereafter by the Court of Appeal and the House of Lords: *Kelantan* v. *Duff, &c., Co.*, 1923, A.C. 395. This may be said to conclude the first round of the fight between the concessionaires and the State of Kelantan.

The second round commenced in June, 1922, when the concessionaires applied in the King's Bench Division, by way of originating summons under s. 12 of the Arbitration Act, for leave to enforce the award. Master Bonner made an order in the affirmative. Next month Master Valentine Ball, on the concessionaires' application, made a garnishee order attaching for the purposes of the costs of the arbitration certain moneys said to be due to the State of Kelantan and in the hands of the Crown Agents for the Colonies. But in December, five months later, both the order of Master Bonner and that of Master Valentine Ball were set aside by Master Jelf, and all further proceedings against Kelantan were ordered to be stayed, on the ground that Kelantan is an independent state, that its ruler is an independent sovereign and that therefore our courts have no jurisdiction over him. Mr. Justice Roche reversed this order on appeal, but the Court of Appeal restored it, and this decision was finally affirmed by the House of Lords.

But our statement of the facts is not yet quite complete. When Master Jelf was asked in December, 1922, to set aside the order against Kelantan made by his colleagues, he wrote to the Secretary of State for the Colonies requesting information as to the status of the Government of Kelantan. He received in reply a letter sent by direction of the Secretary of State and enclosing an agreement, dated 12th October, 1910, between His Majesty the King-Emperor and the Sultan of Kelantan, regulating the relations between Britain and Kelantan. By this agreement the Sultan agreed (1) to have no political relations with any foreign power, except through the medium of the King, and (2) in all matters of administration (other than those concerning the Moslem religion and the customs of the Malays) to follow the advice of a political adviser accredited to him by the King. In other words, he and the State of Kelantan entered into what is practically the common form agreement whereby an independent native protectorate accepts British protection and changes his status from that of a "foreign" into that of a "protected" state.

Such then are the facts. Now the first issue that arose, obviously, is whether Master Jelf was right in treating—as he did treat—the letter of the Colonial Office as tantamount to a certificate that Kelantan is a sovereign state. Clearly the letter of the Secretary of State is not *primâ facie* a certificate directly and expressly affirming the status of Kelantan. It is really a memorandum of the facts which leaves it to the court to complete an incomplete certificate by drawing its own inference as to status from the facts narrated. Thus the effect of the letter becomes a matter of argument. On the other hand, the status disclosed is so clearly a common form of status with which the courts are very familiar, that any attempt to interpret it as short of sovereignty for the purposes of excluding jurisdiction would have been inconsistent with the decision in *Mighell* v. *Sultan of Johore*, *supra*, which was followed in *Carr* v. *Fracis, Times & Co.*, 1902, A.C. 176, and *Luther* v. *Sagor*, 1921, 3 K.B. 532. It is not really a matter of surprise, therefore, that the House of Lords held the relationship disclosed in the deed to be one of sovereignty.

As regards the second issue, namely, the precise legal machinery for ascertaining status in case of doubt, the only question really is whether or not the letter of the Colonial Office amounts to a certificate of status or falls short of it. This seems *primâ facie* a matter open to a good deal of argument. But the House of Lords took the short view that such a letter as was here sent, being in effect the usual reply of the Secretary of State in such cases, must be deemed to be an affirmation of the sovereignty of the state in question. This is implied from the fact that the letter purports to set out an agreement between the King-Emperor and a Foreign Sovereign. This contains a clear implication that the other contracting party is a sovereign, and this is not qualified or cut down by the presence in the agreement of terms showing that the relationship is the usual one where a Protectorate has been set up; for a protected province, it is well understood, is not a British subject, but a sovereign allied with Britain.

The last issue is whether the facts disclosed a submission to jurisdiction, inasmuch as the Sultan of Kelantan had (1) agreed

to submit to arbitration; and (2) had consented to an actual arbitration arising out of his agreement; and (3) had moved to set aside the award: *Montgomery* v. *Liebenthal*, 1898, 1 Q.B. 487. The cumulation of all these acts of the Sultan certainly looks *primâ facie* rather like a submission to the jurisdiction of the court. But it was decided in *Mighell* v. *Sultan of Johore*, *supra*, that a submission to the jurisdiction is inoperative if it takes place before the jurisdiction is invoked: for such an alleged submission is merely an agreement for future submission, and such an agreement is not binding on the foreign sovereign. He is only bound by actual submission after the proceedings invoking the jurisdiction have been initiated. This, therefore, rules out (1) and (2), namely, the implications of the arbitration clause and of the submission to arbitration, for these were anterior to the invocation of the jurisdiction. But what about the application of the Sultan, under s. 11 of the Arbitration Act, to set aside the award? This took place in December, 1921. On the other hand, the summons by the concessionaires, under s. 12 of the Act, for an order enforcing the award was not taken out until June, 1922—six months later. Hence the Sultan's application under s. 11, being anterior to the proceedings against him under s. 12, could only create by implication an agreement for future submission to the enforcement of the award, and not a present submission to the jurisdiction of the court to enforce. This seems very fine reasoning, but it led the House of Lords—Lord Carson dissenting—to hold that there had been no submission *in præsenti* to the jurisdiction under s. 12 of the Arbitration Act, and therefore no waiver of the Sultan's immunity from process in our courts.

Res Judicatæ.

Recital of Title in Equity.

(*Re Balen and Shepherd's Contract*, 1924, 2 Ch. 365; Tomlin, J.)

It is a continual problem with the conveyancer how he can manage to keep notice of trusts off the title. In this he has anticipated the principle which is to be carried out as far as appears practicable under Lord Birkenhead's Act. It is, of course, well settled practice to keep a transfer of a mortgage free from the trusts which may in fact affect the title to the mortgage: see *Re Harman and Uxbridge, &c., Railway Co.*, 24 Ch. D. 720, but the practice is equally applicable to sales of land, and a recital in a conveyance by A to B that B has become entitled to the land in equity is a sufficient ground for the conveyance, and a subsequent purchaser is not entitled to enquire as to how he became entitled. That is a matter solely between A and B: *Re Chafer and Randall's Contract*, 1916, 2 Ch. 8; *Re Soden and Alexander's Contract*, 1918, 2 Ch. 258. But the rule does not apply if the circumstances are such as to shew that it is not a matter solely between A and B. If A appears on the title to be absolutely entitled, well and good. He is in a position to admit that B has become entitled in equity. But if it appears that A is not absolutely entitled, but is an executor or an administrator, the case is altered. He is no longer in a position to make this admission and B's title in equity must be proved. This limitation on the rule, already recognized by conveyancers, was affirmed by Tomlin, J., in *Re Balen and Shepherd's Contract*, *supra*.

Amendment of Petitions of Right.

(*Badman Brothers* v. *The King*, 1924, 1 K.B. 64, C.A.)

Although reference to the point has previously been made in these pages, it may be useful to recall attention here to the extremely important practice point decided by the Court of Appeal in *Badman Brothers* v. *The King*, *supra*. Here a petition of right had duly received the *Fiat Justitia*, after which pleadings follow more or less in the normal form. In the course of the trial the petitioner desired to amend his petition in a second statement of fact which raised no new claim, and did not substantially alter the cause of action. Counsel for the Crown objected that the court had no power to assent a petition under s. 7 of the Petition of Rights Act, 1860. For such amendment, it was contended for the Crown, is an additional petition in itself, covering the amended statement of facts, and therefore cannot be proceeded with unless the Crown consents to be sued in respect of the new facts, and intimates assent by giving the *Fiat*. The Court of Appeal, however, held that it is necessary to distinguish between amendments which in effect amount to a separate cause of action, and those which merely alter details of the facts relied on in the original petition to found the original claim. In the former case a new *Fiat* is required; in the latter, the *Fiat* already granted must be deemed to authorise any proceedings raising the particular claim indicated by the petition, and, therefore, power to amend is impliedly conferred by virtue of the *Fiat*. The court, in dealing with an application to amend, must simply ask itself whether it is probable that had the amended facts appeared in the original petition, the Crown would have refused the *Fiat*: if this conclusion is unreasonable or improbable, its petition can be amended.

Reviews.

Landlord and Tenant.

THE LAW OF LANDLORD AND TENANT. Including the Practice in Ejectment and Rent Restrictions. By JOSEPH HAWORTH REDMAN, Barrister-at-Law. Eighth Edition. Butterworth and Co. 50s. net.

Mr. Redman's book, now in its eighth edition, has acquired a reputation as an accurate, clear and practical exposition of the law of Landlord and Tenant, a subject which fills a large place in legal practice, and owing to the circumstances of the times it has acquired special prominence during the last few years. Mr. Redman recognises this in his useful chapter, Chap. XII, on the Rent Restriction Acts, 1920 and 1923, in which he has had the assistance of Mr. H. B. Bompas, and the effect of current judicial decision is recognised in his references to *Calthorpe* v. *McOscar*, 1924, 1 K.B. 716, in which the Court of Appeal reversed the decision of McCardie, J., and defined the proper meaning of the test of liability for repair laid down in *Proudfoot* v. *Hart*, 25 Q.B.D. 42. These cases, with *Torrens* v. *Walker*, 1906, 2 Ch. 166, and *Lurcott* v *Wakely*, 1911, 1 K.B. 905, require to be carefully studied when advice has to be given as to liability under a covenant to repair, and Mr. Redman's summary of them will be found very helpful.

Apart from the Rent Restriction Acts, which Mr. Redman describes as "ill-digested and much litigated statutes," the most important legislative contribution to this branch of the law is the consolidation effected by the Agricultural Holdings Act, 1923. Chapter IX very usefully incorporates this and deals with the numerous decisions which either lie outside the statutory provisions relating to agricultural holdings or illustrate them. Attention may also be directed to the very useful section, pp. 266 *et seq.*, on warranty of fitness, including reference to the recent decision of McCardie, J., in *Collins* v. *Hopkins*, 1923, 2 K.B. 617, as to infection owing to the presence of a tuberculous patient. The book is a very valuable one for the guidance of the practitioner.

Books of the Week.

Partnership.—A Treatise on the Law of Partnership by the late Lord LINDLEY. Ninth Edition. By The Hon. WALTER B. LINDLEY, a Judge of County Courts, assisted by J. S. P. MELLOR, B.A., Oxon, Barrister-at-Law. Sweet & Maxwell, Ltd. £2 15s. net.

Digest.—The Scots Digest, October, 1914, to July, 1923. W. Green & Son. 30s. net.

Legal Diary.—The Lawyer's Companion and Diary, 1925. Edited by E. LAYMAN, Barrister-at-Law. 79th Annual Issue. Stevens & Sons, Ltd.; Shaw & Sons, Ltd. In various sizes, Nos. 1-10. From 5s. to 13s.

Companies.—Secretarial Practice. The Manual of the Chartered Institute of Secretaries. Third Edition. W. Heffer & Sons, Ltd. 10s. net.

Fletcher Moulton's Abridgment for 1925. In the announcement of this book in our issue of 8th November, the name of the joint author with Mr. FLETCHER MOULTON should have been given as Mr. GRAHAM OLVER.—[ERRATUM].

The inroad of the sea at St. Leonards is causing much anxiety. Huge quantities of beach have been carried away, and Galley Hill, about half-way between Hastings and Bexhill, is rapidly disappearing. The really serious aspect is that the railway line between Hastings and Brighton is threatened, and a breach of the embankment would involve flooding of a large area, including the greater part of St. Leonards golf links and the Crowhurst marshes. There is also the possibility that the gas supply and part of the water service would be interfered with. Extensive stone groyning operations are being carried on, but this is not regarded as a permanent solution. Members of the Sea Defence Committee have frankly confessed that the sea is beating them, and local residents declare that only the erection of a sea wall can save the situation.

Correspondence.

A Husband's Liability for his Wife's Torts.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—It appears that the decision of the House of Lords in *Edwards* v. *Porter* is not fully appreciated. Lord Cave, in his judgment, made quite clear to my mind, the true meaning of the latter part of s. 1, s-s. (2) of the Married Women's Property Act, 1882, "and her husband need not be joined with her as plaintiff or defendant." His Lordship pointed out that the words "need not be joined" were obviously inserted instead of "shall not be joined," since the latter would prevent one action being brought (*a*) against husband and wife where they had both committed a wrong against the same person, and (*b*) by a husband and wife who had both suffered a wrong committed by the same person. It was, therefore, his Lordship's view that the statute, when correctly interpreted, meant that a husband could not be joined as co-defendant with his wife in an action brought against the wife for a tort committed by her.

Since your correspondent states that his solicitor friend has joined husband and wife as defendants, in an action against the wife for a slander alleged to have been committed by her, it would seem that his friend must discontinue the action against the husband and pay his costs. This appears to be the correct course in view of the decision and of the judgment of Lord Cave in *Edwards* v. *Porter*.

Whether the husband would be held liable for his wife's post-nuptial naked torts in an action brought against the husband alone is another matter entirely. This does not seem to have been expressly dealt with in *Edwards* v. *Porter*. It would appear that Lord Cave's view of the correctness of the decision in *Seroka* v. *Kattenburg* refers only to the decision in that case, that a husband can be sued *with* his wife for damages for her post nuptial torts, notwithstanding the Married Women's Property Act, 1882. But surely the obvious inference to be drawn is that a husband cannot be sued *at all* for his wife's post nuptial torts? It would certainly be a very curious state of affairs if he could not be sued with her, but could be sued alone for a tort committed by her.

317, High Holborn, W.C.1. S. HACKMAN.
15th November.

[The reports at present available do not enable us to comment usefully on this matter.—ED., *S.J.*]

Death Duties and Settled Legacies.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—In your issue of the 15th inst., under "Current Topics," you state that there is no statutory provision for the commutation of estate duty in the case of further estate duty payable on the death of a tenant for life. As a matter of fact, s. 12 of the Finance Act, 1894, covers the case, in that it provides that "the Commissioners in their discretion upon application by a person entitled to an interest in expectancy may commute estate duty . . . for a certain sum to be presently paid and for determining that sum shall cause a present value to be set upon such duty, regard being had to the contingencies affecting the liability to and rate and amount of such duty."

Owing, however, to the difficulty of arriving at the correct rate of duty, since the value of the life tenant's estate would be unknown at the time, it has been the practice of the Commissioners to decline to exercise their discretion under this section.

4, Brick Court, LEONARD JESSOPP FULTON.
Middle Temple Lane,
Temple, E.C.4,
17th November.

[We are obliged to Mr. Fulton for referring us to the above provision. We assumed too readily that the impracticability of obtaining commutation was due to want of statutory provision.—ED., *S.J.*]

The Attorney-General in the Cabinet.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—In the course of your comments made under this heading last week you refer to the fact "that Lord Mansfield actually sat in the Cabinet," but it seems singular that you do not also refer to the case of Lord Ellenborough, who, as Lord Chief Justice, was a member of the Cabinet of "All the Talents."

His inclusion was the subject of much adverse criticism, and although he frequently abstained from taking a prominent part in debates, it is said (and the conclusion is not surprising) that he afterwards expressed deep regret that he had ever been prevailed upon to enter the Cabinet.

13, South Square, J. ROWLAND HOPWOOD.
Gray's Inn, W.C.1,
18th November.

CASES OF THE WEEK.

Court of Appeal

PEART *v.* **BOLCKOW VAUGHAN & CO. LIMITED: YOUNG** *v.* **LONDONDERRY COLLIERIES LIMITED.** No. 1. 28th October.

WORKMEN'S COMPENSATION — DEPENDENCY — COMPENSATION CLAIMED BY FATHER FOR DEATH OF SON—BOY EMPLOYED IN COAL MINE—WAGES CONTRIBUTED TO FAMILY PURSE—QUESTION OF FACT—JUDICIAL KNOWLEDGE OF LOCAL STANDARD OF LIVING—WORKMEN'S COMPENSATION ACT, 1906, 6 Edw. 7, c. 58, s. 13—WORKMEN'S COMPENSATION ACT, 1923, 13 & 14 Geo. 5, c. 42, s. 22.

Whether a father is partially dependent upon the earnings of his son, a boy living with him and contributing to the common purse maintaining the family, is a question of fact to be decided after taking into consideration all the circumstances of the case. Where, therefore, in two similar cases, one judge had awarded compensation to a father, and another had found that dependency was not proved, both appeals were dismissed. The Workmen's Compensation Act, 1923, s. 22, has not altered the law, but affirmed it as stated in Simmons *v.* White Brothers, 1899, 1 *Q.B.* 1005.

Appeals from McCarthy, J., of the Middlesbrough County Court, and from Moore, J., of the Seaham Harbour, Durham, County Court, raising the same point on very similar facts. In each case a father, a miner, claimed compensation for the death of his son, a boy employed in the coal mine, as having been caused by accident arising out of and in the course of his employment, and based the claim on evidence that he was partially dependent. In each case the boy's earnings were paid into the general family purse used for the maintenance of the family. In Peart's case the boy was fourteen years of age, and was earning 15s. 3d. a week at the time of his death. The father earned £3 11s., and the total wages of the family (five) were £5 6s. 9d., including a house rent free and free coal. The county court judge found that there was partial dependency, and awarded £50 compensation. The employers had paid £15 into court. In Young's case the boy was only eleven years of age, and was earning 11s. 10d. a week, when killed by accident. The family consisted of five persons, of whom three were earning a total of £2 19s. 3d. a week, with a house rent free and free coal. The county court judge said that after considering all the facts before him, he found that the applicant had failed to satisfy him that he was partially dependent upon his son's earnings. The employers in Peart's case, and the applicant in Young's case, appealed. By the Workmen's Compensation Act, 1923, s. 22, "For the purposes of the principal Act a person shall not be deemed to be a partial dependent of another person unless he was dependent partially on contributions from that other person for the provision of the ordinary necessaries of life."

POLLOCK, M.R., after stating the facts in the first case, said that by s. 13 of the Act of 1906 dependents were defined as meaning such of the members of the workman's family as were wholly or in part dependent on the workman's earnings at the time of his death, and it was therefore possible for a father to be partly dependent upon his son's earnings. By Sched. I (*a*) (2) the sum to be awarded in cases of partial dependency must be reasonable and proportionate to the injury to the dependents. The court had to consider whether the father was in fact partially dependent on his son's earnings at the time of his death. The boy was contributing 15s. 3d. a week to the family purse, and all the wages earned by all the members of the family were handed to the father to use for family purposes. It was argued for the appellants that the amount earned before the boy's death was £1 2s. per head, but after it, the amount per head increased to £1 4s., and from those figures the inference was drawn that there could be no injury or loss. His lordship then read s. 22 of the Act of 1923, and proceeded. Had s. 22 modified the principle of interpretation to be applied to the Act of 1906 as laid down in *Simmons* v. *White*, 1899, 1 Q.B. 1005, a case under the original Act. That case came up for discussion in the House of Lords in *Main Colliery Co. Ltd.* v. *Davies*, 1900, A.C. 358, and Lord Halsbury there said he thought that "no human intellect would be able to ascertain what the standard was if one had to deal with such a question: a standard dependent upon what was the ordinary course of expenditure in the neighbourhood, and in the class in which the man lived." He in effect did not accept the statement contained in Minton-Senhouse's work on Accidents to Workmen, which had approved themselves to the members of the Court of Appeal, and he added "what the family was in fact earning, what the family was in fact spending for the purpose of its maintenance as a family, seems to me to be the only thing which the county court judge could properly regard." It was plain that the question of dependency was left in 1900 by the House of Lords much wider

than by the Court of Appeal. But now the Act of 1923 by s. 22 restored to the Act the very words used by Mr. Minton-Senhouse, and approved by the Court of Appeal, viz., "dependent means dependent for the ordinary necessities of life for a person of that class and position in life." Neither that rule nor the wider principle stated by Lord Halsbury would be easy for a county court judge to apply. Dependency was not mere dependency whatever the expenditure and earnings of the family might be, but must have the narrower meaning given to it of "dependent for the ordinary necessities of life suitable for the family who had lost one of their members by accident." In the present case the county court judge had found dependency as a fact, and there was evidence before him of that fact. All the facts must be taken into account, as was shown in *Tamworth Colliery Co.* v. *Hall*, 1911, A.C. 665, where Lord Loreburn said, at p. 669: "There is no rule of law that I know of to prevent the county court judge looking at the whole of the facts, and there is no rule of law which says that the county court judge must so marshal the receipts and the outgoings as to set off the whole of the maintenance against the earnings, and so negative the fact of dependency. He may say, if he thinks right and that it is the truth, that though the earnings were 6s. 11d. and the maintenance was 6s. 11d., yet in return for the maintenance the deceased did service of value, so that the earnings were a clear gain . . . The proper course is to look at all the circumstances, and to say to what extent, if at all, was the father dependent upon his son's earnings." He (his lordship) therefore did not accept the test suggested of the sum received per head before and after the death of the boy. A county court judge was entitled to apply his knowledge of the labour market and the conditions of trade: *Roberts & Ruthven Ltd.* v. *Hall*, 5 B.W.C.C. 331, and *a fortiori* he ought to be able to apply his knowledge of the conditions of life in the area in which he sat, because no person had so many cases dealing with the circumstances and necessities of life as a county court judge dealing with small debts and judgment summonses. The judge also was entitled to and did take into account the increased value to the family of the deceased, because of his prospective earnings: *Sheldon* v. *Butterley Co. Ltd.*, 1919, 2 K.B. 600, *per* Warrington and Duke, L.JJ. The learned judge had rightly directed himself, and the matter was really a question of fact for him to decide. The appeal must therefore be dismissed with costs.

WARRINGTON and SCRUTTON, L.JJ., delivered judgment to the same effect.

In the second case, that of *Young* v. *Londonderry Collieries Co. Ltd.*, POLLOCK, M.R., after stating the facts, said that the learned judge had come to the conclusion after considering all the circumstances of the case, including a probable increase in the amount of the deceased's contributions and expenses, that no dependency was established. The question was one of fact, there was no misdirection in law, and therefore it was impossible for the court to interfere with his decision, and the appeal must be dismissed.

WARRINGTON and SCRUTTON, L.JJ., delivered judgment to the same effect.—COUNSEL: *A. Neilson*, K.C., and *T. Richardson*; *Lowenthal*. SOLICITORS: *Rawle, Johnstone & Co.*, for *Cooper and Jackson*, Newcastle-upon-Tyne; *Hyman Isaacs, Lewis and Mills*, for *H. F. Heath*, Sunderland.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

RICKETTS *v.* COLQUHOUN. No. 1. 12th November.

REVENUE—INCOME TAX—DEDUCTIONS—OFFICE OF RECORDER—TRAVELLING AND HOTEL EXPENSES—OUTLAY "WHOLLY, EXCLUSIVELY AND NECESSARILY" IN THE PERFORMANCE OF DUTIES—INCOME TAX ACT, 1918, 8 & 9 Geo. 5, c. 40, Sched. E, r. 9.

A person holding a public office which requires that he should exercise his functions in a certain place, and who, for purposes connected with his private circumstances, lives at a distance from that place, cannot, upon being assessed to income tax on the profits of that office, deduct from those profits the money spent by him upon travelling from his residence to that place, nor the hotel expenses which he may thereby incur. Such expenses are necessitated by his own volition in choosing to live at a distance from his office, and are not "necessarily" incurred, nor an expenditure "wholly, exclusively and necessarily" in the performance of his duties, within the meaning of r. 9 applicable to Sched. E of the Income Tax Act, 1918.

Decision of Rowlatt, J., 68 SOL.J. 843: 1924, 2 K.B. 347, *affirmed by* Pollock, M.R., *and* Scrutton, L.J. (Warrington, L.J., *dissenting*).

Appeal from a decision of Rowlatt, J., 68 SOL.J. 843. The appellant, Mr. G. W. Ricketts, a barrister-at-law, practising in London, was appointed Recorder of Portsmouth. Under the terms of the Municipal Corporations Act, 1882, he was obliged to be a barrister of five years' standing, nd he was required to hold a court of quarter sessions in the borough once in every quarter. He was assessed to income tax for the year 1923-1924 in the sum of £250, the amount of his salary, but, in view of its being necessary for him to travel to Portsmouth four times in the year, he claimed to be allowed to deduct from his assessment the following items:—

	£	s.	d.
(*a*) Travelling expenses from London to Portsmouth, and return	8	5	0
(*b*) Hotel expenses at Portsmouth	5	0	0
(*c*) Price of stamps and stationery used by the appellant as Recorder	0	3	0
(*d*) The sum of 10s., being the amount of four payments of 2s. 6d. each, made by the appellant in Portsmouth for the carriage of his tin box to the court	0	10	0
(*e*) Wear and tear to gown and court suit when sitting as Recorder	0	10	0
	£14	8	0

In resisting the claim, the Crown relied upon r. 9 applicable to Sched. E. of the Income Tax Act, 1918: "If the holder of an office or employment of profit is necessarily obliged to incur and defray out of the emoluments thereof the expenses of travelling in the performance of the duties of the office or employment . . . or otherwise to expend money wholly, exclusively, and necessarily in the performance of the said duties, there may be deducted from the emoluments to be assessed the expenses so necessarily incurred and defrayed"; and contended that the deductions were not permissible. The Special Commissioners held that only the last three items could be deducted, and Rowlatt, J., though intimating that the case raised a point of considerable hardship, on the authority of *Cook* v. *Knott*, 2 Tax Cas. 246, and *Revell* v. *Ellsworthy Bros.*, 3 Tax Cas. 12, affirmed their decision. The appellant appealed. The court (Warrington, L.J., dissenting) dismissed the appeal.

POLLOCK, M.R., read r. 9 of Sched. E, and said that by the terms of the Municipal Corporations Act the Recorder of Portsmouth must be a barrister of five years standing, but he need not be a practising barrister, nor was it necessary for him to live in London. He might live in Portsmouth, though in nine cases out of ten he would live in London, and it would be necessary for him to travel to Portsmouth to hold his court. But, for the purposes of the present decision, the matter only came before the court in respect of the appellant holding that particular office at Portsmouth. It was important to remember that r. 9 of Sched. E applied to all holders of public offices, and must not be narrowed as if applicable only to the present case. Now at the outset of that rule it was laid down that there would be relief if the holder of the office were obliged "necessarily" to defray some expenses out of his emoluments, because when compelled to pay by reason of that office there might be a deduction. The first expense indicated by the rule was "travelling in the performance of the duties of the office," and that seemed to mean that when the office was of such a nature that the holder had itinerant duties, the expenses of the travelling might be allowed as necessarily incurred. But the point suggested itself that the travelling in the present case was not of that nature. The duties of a Recorder were to sit and hear cases. No duties took him from one court to another. He (his lordship) knew of no one Recordship which involved sitting in two places. It seemed that, as regards the office itself, no actual travelling expenses were "necessarily" incurred, except in so far as they were incurred by the holder's own circumstances. But there came something later in the rule which was of a wider nature, "or otherwise to expend money wholly exclusively and necessarily in the performance of the said duties." A great number of expenses might be said to be "necessarily" incurred, but those three adverbs cut down the operation of the rule in a very stringent way. Could it be said that the appellant's travelling came within the rule? To him (the Master of the Rolls) it seemed that it depended upon the appellant's own volition. It was because he preferred to live where he did live, and his residence would not make any difference to his duties. He would perform those duties wherever he lived. Then, as regards his hotel expenses. It might be said that when he stayed in an hotel at Portsmouth he did so on account of his office; but could it be said that the money was expended "wholly exclusively and necessarily in the performance of his duties"? He would have expenses wherever he lived. It might be said that some portion of the expense was due to his being in the hotel at Portsmouth, instead of at home, and that that portion ought to be allowed to him; but then the deduction came up against the word "wholly," and also the word "exclusively." There were two cases cited; *Cook* v. *Knott*, 4 T.L.R., 164; 2 Tax Cas., 246; and *Bowers* v. *Harding*, 39 W.R. 558, 1891, 1 Q.B. 560; but those cases showed the danger of giving a rule like this a loose interpretation. Bearing in mind the number of different public offices

or employments to which this r. 9 applied, its terms seemed to be drawn with great care and to cut down the deductions within narrow limits. It seemed impossible to say that the travelling and hotel expenses in the present case came within the terms of the rule, and the appeal must therefore be dismissed.

WARRINGTON, L.J., said that the word "necessary" in r. 9 meant necessary with regard to the circumstances of the individual concerned. Therefore, if the holder of the office were unable to enter on the performance of his duties without travelling, and without the other extra expenses thrown upon him in consequence, those expenses were expenses incurred in the performance of his duties. Therefore, without considering the authorities on which Rowlatt's, J's., decision was based, he would say that travelling expenses might be, and in this case were, incurred within the meaning of the rule, and there was nothing in the rule which excluded them from the allowance which the rule permitted to be made. The hotel expenses were also within the meaning of the rule, some part of which could easily be said to be "wholly, exclusively, and necessarily" incurred in the performance of the duties. As regards the authorities cited, if it rested with him (Lord Justice Warrington), he would say that *Cook* v. *Knott* (*supra*) ought to be over-ruled, and he did not think that *Bowers* v. *Harding* had anything to do with the present case. He would be in favour of allowing the appeal.

SCRUTTON, L.J., delivered judgment agreeing with the Master of the Rolls.—COUNSEL: *Sir John Simon*, K.C., *Konstam*, K.C., and *W. Allan*, for the appellant; *Sir Patrick Hastings*, K.C., and *R. P. Hills* for the Crown. SOLICITORS: *Cloves, Hickley and Heaver*, for appellant; *Solicitor of Inland Revenue.*

[Reported by G. T. WHITFIELD-HAYES, Barrister-at-Law.]

High Court—Chancery Division.

HOOD BARRS *v.* **FRAMPTON KNIGHT & CLAYTON.**
Eve, J. 5th November.

PRACTICE—PARTIES—APPLICATION FOR LEAVE TO ADD DEFENDANT—OBJECTION OF PLAINTIFFS—THIRD PARTY NOTICE—R.S.C. ORD. 16, rr. 11, 48.

The plaintiffs commenced an action against their agents, the defendants, claiming to have an account taken of the rents received by them on behalf of the plaintiffs. The defendants had received a notice from a third party to discontinue paying the rents to the plaintiffs as the third party claimed to be entitled to them as tenant of the premises. On a summons by the defendants asking that the third party might be added as a defendant to the action,

Held, that no order could be made for adding the third party as defendant against whom no relief was sought, but leave was given to issue a third party notice and to serve the same upon her.

This was a procedure summons by the defendants asking that a Mrs. Chadburn might be added as a defendant to the action, or, alternatively, that the defendants might have leave to issue a notice claiming indemnity against her pursuant to R.S.C. Ord. 16, r. 48, and to serve the same upon her. The plaintiffs were the son-in-law and the daughter of Mrs. Whitten, who had been the tenant of a maisonette in South Kensington under an agreement of 20th March, 1919, for a term of three years expiring on 25th March, 1922, at a yearly rent of £70. Mrs. Whitten died in India on 10th April, 1922, and before her death the first plaintiff, acting on her behalf, had negotiated for her a new tenancy agreement with the then landlord for three years at an increased rent, and had also sub-let the maisonette furnished and employed the defendants as his agents to collect the rents and account to him, which they did down to 28th February, 1923, but had since refused to account to him. Mrs. Hood Barrs, the second plaintiff, on 7th February, 1924, obtained letters of administration to the estate of her mother and requested the defendants to hand over to her the rent of the maisonette, but they refused to do so, whereupon the plaintiffs commenced this action against the defendants claiming to have an account taken of the rents and other moneys received or which, but for wilful default, ought to have been received in respect of the maisonette and payment of the amount found due. The defendants had not yet delivered a defence, but one of the firm stated in his affidavit that after the death of Mrs. Whitten they had received instructions from Mrs. Chadburn, another daughter of Mrs. Whitten, to discontinue paying the rents to the plaintiffs as an agreement had been entered into in April, 1922, by the landlord for a lease to her of the maisonette for three years from 25th March, 1922, at the yearly rental of £85, and that she was entitled as the tenant thereof to the rents received by any sub-letting. The defendants did not claim any interest in the rents beyond their expenses, and submitted that the proper and convenient course was to add Mrs. Chadburn as a defendant so that all questions at issue could be tried.

EVE, J., in delivering judgment, said that it was contended that Mrs. Chadburn had been substituted as tenant of the premises in the place of her mother. The defendants were placed in an awkward position, but the question was whether they had a right to require the plaintiffs to sue Mrs. Chadburn. He did not think they had. It would no doubt be convenient to have the whole matter discussed, but the defendants could not claim to have it decided on the record as it stood, and he must decline to make the order for adding a defendant against whom no relief was sought. The order on the summons would be to give leave to issue a third party notice, the third party action to be tried immediately after the present action.—COUNSEL: *Danckwerts; L. Morgan May.* SOLICITORS: *Sandersons & Orr Dignams; Owen White & Co.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

In re **NEVILLE: NEVILLE** *v.* **FIRST GARDEN CITY LIMITED.**
Tomlin, J. 21st October.

WILL—CONSTRUCTION—MEANING OF "I FORGIVE ALL DEBTS OWING TO ME."

Where a testator having large investments in debentures, debenture stock, mortgages, charges and loan stock by his codicil provided, "I forgive all debts owing to me," such provision does not release the debentures, debenture stock, mortgage debts or loan stock, but only the debts owing to the testator in his personal character.

This was an originating summons asking whether a provision in the testator's codicil operated as a legacy of the sums secured on certain mortgages and charges by certain companies and societies, and certain loan stock held by the testator in certain other companies. The facts were as follows: A codicil to the will of the testator which was dated the 25th March, 1923, provided as follows: "I forgive all debts owing to me." The codicil also contained certain additional pecuniary bequests. The testator's estate was of the value of about £62,000, £52,000 part thereof being personalty and the rest realty. The personalty was largely invested in Government securities and debentures, and debenture stock, and mortgages, charges and loan stock. The mortgages and charges were of an ordinary character, and the loan stock was all substantially of the nature of irredeemable debenture stock. All the mortgages, charges, and loan stock had come to the testator as a beneficiary under his father's will.

TOMLIN, J., after stating the facts, said: The argument addressed to me by the defendant companies and societies is that the word "debts" has in point of law a definite meaning, and means the amount owing in every case where one individual or legal entity owes money to another, and that, in the absence of any contract justifying a departure from that meaning, all debts of whatever kind owing to the testator are released. The result of this argument would be that in this case every investment of the testator the legal character of which was of the nature of a debt would be made a present to the concern from which the money was due. The question is whether I am driven to place upon the testator's codicil a meaning which is so abundantly absurd. I do not think I am. I come to the conclusion that the debts which are to be forgiven have a more limited meaning, and that the testator regarded investments as one thing, and money owing to him in a personal character as another. The word "forgive" seems to introduce a personal note, and I do not think that these mortgage debts and loan stock were intended to be released.—COUNSEL: *L. W. Byrne; Rolt*, K.C., and *W. Draper; C. D. Myles; Gavin Simonds*, K.C., and *Bryan Farrer.* SOLICITORS: *Western & Sons; Balderston, Warren and Co.*, for *Bolton & Tabor*, Letchworth; *Chilton Hubbard, Dawson & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

LOCKETT *v.* **NORMAN-WRIGHT.** Tomlin, J. 28th October.

SPECIFIC PERFORMANCE—PARTIES "*ad idem*"—"SUBJECT TO SUITABLE AGREEMENTS BEING ARRANGED BETWEEN YOUR SOLICITOR AND MINE"—MEANING OF—ENFORCEABILITY OF CONTRACT.

The words "subject to suitable agreements being arranged between your solicitor and mine" are indistinguishable in their effect from such words as "subject to formal contract," "subject to contract," or "subject to proper contract to be prepared by the vendor's solicitor," and do not import a binding agreement between the parties.

This was an action for specific performance of a contract alleging (1) an agreement constituted by a verbal message on the telephone of the 26th February and the defendant's letter of the same date, and (2) alternatively an agreement by the defendant by his solicitor constituted by a letter of the 26th February and certain correspondence between the solicitors and the approved draft lease and the notes thereon. The facts were as follows: The plaintiff was the lessee of three floors of Hereford House.

At two interviews the plaintiff expressed his willingness to let to the defendant the third and fourth floors as a flat for a term of eight years at a rent of £300 per annum, and to execute certain alterations and works. On the 26th February, 1924, the defendant stated to the plaintiff over the telephone that he would take the flat, and on the following day the plaintiff received from the defendant the following letter: "Confirming my conversation over the telephone this afternoon, subject to suitable agreements being arranged between your solicitor and mine, and subject to your carrying out the decorations of the top flat at your house, 117, Park-street, W., I am prepared to take the flat for a period of eight years at an inclusive rent of £300 per annum including rates, taxes, &c. My solicitor is H. Pinder Brown, with whom I would be glad if your solicitors would communicate regarding the agreement." The plaintiff's answer was written on the same day as follows: "Many thanks for your letter. I have sent it on to my solicitor, and we are applying to-day for permission to make the necessary alterations." Letters passed between the solicitors, and ultimately a draft lease was approved by the respective solicitors, to which the plaintiff's solicitor appended the following note: "If the premises are not ready for occupation and use by 25th March the landlord will hand over a letter to the effect that the rent is not to commence until the premises are ready for occupation." And the defendant's solicitor appended a note below this, as follows: "I observe. It is of course agreed that the alterations arranged are to be carried out to the tenant's reasonable satisfaction." After this the defendant refused to go on with the matter, and the plaintiff brought this action.

TOMLIN, J., after stating the facts, said: The question is whether there is any real distinction between the phrase "subject to suitable agreements being arranged between your solicitors and mine," and expressions such as "subject to a formal contract," "subject to contract," and "subject to a proper contract to be prepared by the vendor's solicitor." I do not think there is, and I take the view that the principle of the decisions cited in *Rossdale* v. *Denny*, 1921, 1 Ch. 57, and *Coope* v. *Ridout*, 1921, 1 Ch. 291, and *Chillingworth* v. *Esche*, 1924, 1 Ch. 97, apply. There remains the plaintiff's alternative plea, and I do not think this can be made good. There is no evidence that the defendant's solicitor was ever authorised to enter into a contract on his behalf, and I do not think any such authority can be implied from the circumstances of the case. I come, therefore, to the conclusion that the action fails and must be dismissed with costs.—COUNSEL: *Galbraith*, K.C., and *G. D. Johnston*; *G. Sutton-Nelthorpe*. SOLICITORS: *Templeton & Holloway*; *H. Pinder Brown*.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

STAUNTON *v.* **COATES.** Div. Court. 16th October.

MOTOR CAR—WARNING OF INTENDED PROSECUTION UNDER MOTOR CAR ACT, 1903, 3 Edw. 7, c. 36, s. 9 (2)—EXTENT OF APPLICATION—DRIVER OF HEAVY MOTOR CAR PROSECUTED WITHOUT WARNING—HEAVY MOTOR CAR ORDER, 1904, S.R.O., No. 1809—LOCOMOTIVES ON HIGHWAYS ACT, 1896, 59 & 60 Vict., c. 36, ss. 6, 7—MOTOR CAR ACT, 1903, ss. 9, 12.

The provision as to the warning of intended prosecution contained in s. 9 (2) *of the Motor Car Act*, 1903, *does not affect the prosecution of the driver of a heavy motor car under the Locomotives on Highways Acts*, 1896, *and the Heavy Motor Car Order*, 1904.

Case stated by justices. The driver of a heavy motor car of an unladen weight of over four tons was prosecuted for driving the car on a highway on a certain day in April, 1924, at a speed exceeding the Heavy Motor Car Order, 1904, made in pursuance of s. 12 (2) of the Motor Car Act, 1903. It was submitted, on his behalf, that, as no notice of the intended prosecution had been served upon him, he could not be convicted by the justices. The justices came to the conclusion that s. 12 (2) of the Motor Car Act, 1903, must be considered in conjunction with s. 9 (2) of that statute, and decided that, as no notice of the intended prosecution had been given, they could not convict. They stated this case for the determination of the question whether they had come to a correct decision. By s. 6 of the Locomotives on Highways Act, 1896, it is provided: "(1) The Local Government Board may make regulations with respect to the use of light locomotives on highways, and their construction, and the conditions under which they may be used." Section 7 provides: "A breach of any bye-law or regulation made under this Act, or of any provision of this Act, may, on summary conviction, be punished by a fine not exceeding ten pounds." By s. 9 of the Motor Car Act, 1903, it is provided: "(1) Section four of the principal Act (which relates to the rate of speed of motor cars) is hereby repealed, but a person shall not, under any circumstances, drive a motor car on a public highway at a speed exceeding twenty miles per hour, and, within any limits or place referred to in regulations made by the Local Government Board with a view to the safety of the public, on the application of the Local Authority of the area in which the limits or place are situate, a person shall not drive a motor car at a speed exceeding ten miles per hour. If any person acts in contravention of this provision he shall be liable, on summary conviction, in respect of the first offence to a fine not exceeding ten pounds, and in respect of the second offence to a fine not exceeding twenty pounds, and in respect of any subsequent offence to a fine not exceeding fifty pounds, but a person shall not be convicted under this provision for exceeding the limit of speed of twenty miles merely on the opinion of one witness as to the rate of speed; (2) Where a person is prosecuted for an offence under this section, he shall not be convicted unless he is warned of the intended prosecution at the time the offence is committed, or unless notice of the intended prosecution is sent to him or to the owner of the car as entered on the register within such time after the offence is committed, not exceeding twenty-one days, as the court think reasonable." By s. 12 it is provided: "(2) The power of the Local Government Board to make regulations under section six of the Locomotives on Highways Act, 1896, shall, as respects motor cars exceeding two tons in weight unladen, include a power to make regulations as to speed." The Heavy Motor Car Order, 1904, was a regulation made in accordance with the power above referred to, and the speed of heavy motor cars was thereby limited.

Lord HEWART, C.J., delivering judgment, said that the notice of an intended prosecution, referred to in s. 9, related only to prosecutions under that section itself. The present prosecution was not under s. 9, but was the prosecution of the driver of a heavy motor car for exceeding the speed limit prescribed for vehicles of that nature. The prosecution was commenced under the Locomotives on Highways Act of 1896, and in his view the justices were mistaken in the conclusion to which they had come. COUNSEL: *S. Gerald Howard*. SOLICITORS: *Morris & Bristow* for *Bernard Pretty*, Ipswich.

[Reported by J. L. DENISON, Barrister-at-Law.]

New Orders, &c.

The Offices of the Supreme Court.

The Lord Chancellor announces that the offices of the Supreme Court will be closed on Saturday, the 27th December.

Order in Council.

GOVERNMENT OF IRELAND ACT, 1920.

Notice is given that after the expiration of 40 days from the date hereof, it is proposed to submit to His Majesty in Council the draft of an Order in Council under section 69 of the above-mentioned Act, entitled "The Government of Ireland (Assurance Companies) Order, 1924."

Notice is hereby further given that, in accordance with the provisions of the Rules Publication Act, 1893, copies of the aforesaid Order in Council can be obtained by any public body within 40 days from the date of this Notice at the Privy Council Office, Whitehall.

Privy Council Office.
7th November.

Societies.

Lincoln's Inn.

The Treasurer (Mr. Justice Eve) and the Masters of the Bench of Lincoln's Inn entertained at dinner on Tuesday night, being the Grand Day in Michaelmas Term: Lord Younger of Leckie, The Bishop of Durham, Sir Maurice de Bunsen, Mr. Neville Chamberlain, Capt. Charles Curtis Craig, Lord Justice Bankes, Lord Justice Scrutton, Admiral Sir Montague Browning, Vice-Admiral Sir Henry Bruce, Brigadier-General G. K. Cockerill, Baron Van Heeckeren (President, Anglo-German Mixed Arbitral Tribunal, Second Division), Sir Charles Russell, Sir James Remnant, Capt. Sir Acton Blake (Deputy Master of Trinity House), Sir Arnold Lawson, Sir Lewis Coward, K.C., Mr. A. D. Godley, Professor Henry Tonks (Slade Professor of Fine Arts), Mr. Lindley Crease, Col. R. A. Johnson (Deputy Master and Comptroller, Royal Mint), The Rev. F. Wastie Green, and Mr. Edward Clayton, K.C. The Benchers present included Sir Edward Clarke, K.C., Lord Wrenbury and Lord Haldane.

Gray's Inn.

A "WHISKY-RUNNING" CONTRACT.

A Moot was held at Gray's Inn on Monday night before the American Ambassador and the Benchers of the Inn. The case argued was as follows:—

A, an American, while in England, entered into a contract (before the amendment to the American Constitution prohibiting the transportation of intoxicating liquors within its territory) with an English firm, X & Co., that the latter should sell to the former 3,600 cases of whisky. . . to be delivered at the rate of 100 cases per month at the port of New York in the City of New York, the contract extending over a period of three years. Before the time agreed on for delivery the said Prohibition Law became operative. There was a term of the contract that it should be construed in accordance with the law of England, and that the rights and interests of the parties should be governed by the said law. The first instalment of the whisky was not delivered, it having been seized by the United States Government while within three miles of the American shore, as intoxicating liquor transported within American waters in contravention of the said law. X & Co. thereupon refused to deliver any more whisky.

One year before the three years expired, the Prohibition Law ceased to be effective, and A immediately sued X & Co. in England for damages for breach of contract. The judge in the court below gave judgment for the defendants, and the plaintiff now appealed.

Counsel for the appellants were Mr. F. T. Atkins and Mr. H. W. Shawcross, while Mr. J. L. Stone appeared with Mr. D. Hopkins for the respondents.

The American Ambassador delivered judgment dismissing the appeal with costs against the appellants here and in the court below. He said that there were practically two questions—(1) whether, the contract having to be partly performed in another country, and it having become illegal by the law of that country to deliver the whisky, the contract was subject to the implied condition that it must be legal to perform it; and (2) whether the performance was merely suspended during the two years it was illegal to perform it, and after the change of the law X & Co. could be required to make delivery of the full amount and were liable to damages for failure. The earlier authorities in England laid down the general proposition that if a man contracted absolutely to perform a certain act, he was not excused by the fact that such an act was illegal by the law of the foreign country where it was to be performed (*Barker* v. *Hodson*, 3 M. & S. 267). But there were numerous later authorities which, it seemed to him, had changed this rule, such as *The Metropolitan Water Board* v. *Dick, Kerr & Co.*, and *Blackburn Bobbin Co.* v. *Allen & Sons.* In a late case which seemed to lay down the proper rule (*Ralli Brothers* v. *Campania Naviera Sota y Aznar*, 1920 2 K.B., p. 287), Lord Justice Scrutton based his judgment upon the ground that where a contract required an act to be done in a foreign country, it was, in the absence of very special circumstances, an implied term of the continuing validity of such a provision that the act to be done in the foreign country should not be illegal by the law of that country. He added: "This country should not, in my opinion, assist or sanction the breach of the laws of other independent States."

After referring to *Horlock* v. *Beal*, A.C., Vol. 1, p. 486, 1916; *Templin S.S. Co.* v. *The Anglo-Mexican Petroleum Products Co.*, H.L., Vol. 2, p. 397, 1916; and *Larrinaga and Co. Ltd.* v. *Société Franco-Americain des Phosphates*, 19 Com. Cas., p. 1, Mr. Kellog said he thought, therefore, that, it having become illegal under the laws of another country to deliver the whisky, the contract was subject to this implied condition, and the parties were released from performance. But there was the further question whether the performance was merely suspended and the parties could be required to perform it after a change of law. In the case at bar, the whisky was to be delivered at the rate of 100 cases per month. For two years the delivery was illegal under the laws of another State. It could hardly be said that the circumstances were such that X & Co. could be required to deliver the entire amount in the last year of the contract. This would be making a new contract for the parties. It seemed to him that the contract was subject to the implied condition that it could be performed legally under the laws of another State.

Solicitors' Benevolent Association.

The monthly meeting of the directors was held at The Law Society's Hall, Chancery Lane, London, on the 12th inst., Mr. R. W. Dale in the chair. The other directors present were: The Rt. Hon. Sir William Bull, Bart., M.P., and Messrs. F. E. F. Barham, C. Blandy (Reading), E. R. Cook, W. F. Cunliffe, T. S. Curtis, R. Dent, H. Epton (Lincoln), F. R. James (Hereford), E. F. Lapp-Fisher, E. B. Knight, H. A. H. Newington, C. G. May, A. Pinsent (Birmingham), J. F. Rowlatt, M. A. Tweedie and R. Urmston (Maidstone); £735 was distributed in grants of relief; sixty-three new members were admitted; and other general business transacted.

Copies of Wills.

Mr. J. Danvers Power, writing to *The Times* under date 15th November, says: In June, 1923, you allowed me to call attention to the regulation, incomprehensible to an ordinary mind, under which the Principal Probate Registry on supplying copies of wills to persons living in London obliged them to go personally, or incur the expense of sending, to Somerset House, instead of posting them in the ordinary way, as in the case of copies for applicants outside London. This matter was taken up by Mr. A. M. Samuel, M.P., in the House of Commons, and by correspondence with the Treasury. A letter dated 7th November has now been received, stating that the late Financial Secretary to the Treasury "has been able to arrange for the extension to London applicants for copies of wills of the postal facilities now granted to the provinces." The seven or eight thousand copies of wills which have annually had to be tramped for to Somerset House will, therefore, in future be posted to their owners if desired.

I am not sure that, under our system of Treasury control, it would be fair to blame any one person for the hesitation and delay of over twelve months in removing such an apparently ridiculous disability after attention had been called to it in Parliament. But does not the sentence quoted above help to justify the objections to State management of services and trades now being conducted on business lines? If any trading concern in the world talked of having been "able to arrange" for the use of the post in forwarding papers to its customers they would naturally suppose that the manager had gone mad.

The Incorporated Society of Auctioneers and Landed Property Agents has had an application for incorporation without the use of the word "Limited" granted. Sir R. Woodman Burbidge is president of the society, and its vice-presidents include W. G. Perring, M.P., Mr. John Lawrie, Mr. Hubert Homan, Mr. P. G. Davies and Mr. F. Inman Sharpe. The society was until recently known as the National Society of Landed Property Practitioners, formed in 1923 for the purpose of opposing the proposed Registration Bill affecting auctioneers and surveyors. The organization has a large membership, and its council is composed of practitioners under the chairmanship of Mr. E. K. House (Messrs. William Whiteley). The secretary is Mr. Methuen A. Fluder, and the office is at 42, Finsbury-square.

Finger Prints by Telegram.

The Times (19th inst.) understands that the system by which finger-prints of criminals can be telegraphed to all parts of the world has just been put to a highly successful test by the London police.

Two men were arrested in London on a charge of being suspected persons, and they were brought before the magistrate at Bow-street and remanded for inquiries. It was known that one of the men was a thief who had been convicted in Australia, and his record was well-known at Scotland Yard. With regard to the other man, the police knew nothing about him, and he himself declared that he was not acting in concert with the first prisoner, and, in fact, was a complete stranger to him. He asserted that he was an honest man and had never been in trouble before. The police, however, felt convinced that his protestations of innocence were false, and it was therefore decided to take his finger impressions. They did not correspond with those of any criminal whose records are at Scotland Yard, so it was clear that he had not been convicted in England.

The authorities, by means of a special code devised by Superintendent Collins, chief of the Central Finger Print Bureau, New Scotland Yard, telegraphed the complete set of his ten fingers to the chief of police at Sydney. On the following morning a reply was received from the Sydney police giving a complete list of the previous convictions recorded in Australia against the man whose finger-prints had been sent to them by telegraph.

Later both men were brought up on remand at Bow-street, and a detective officer in charge of the case informed the magistrate that the man who had so vehemently declared his innocence had been identified by his finger-prints as having been previously convicted in Australia. The man was so absolutely staggered by this evidence and the complete accuracy of its details that he readily confessed his identity. The magistrate sentenced both men to three months' imprisonment with hard labour.

It is about ten years since Superintendent Collins, who is the greatest expert in finger-prints in the world, invented a code for telegraphing formulæ of sets of finger-prints, and this is the first occasion on which it has been put to the test. Its complete success is regarded by the Scotland Yard authorities as a highly gratifying achievement.

The code consists of letters and figures, each of which indicates particular ridge characteristics, and was devised for use when an urgent inquiry of identification several thousand miles away was found to be necessary. It is likely that in this first finger-print code telegram about sixty letters and figures were used to describe the suspect's finger impressions. The code letters are used for types of patterns, such as arches, tented arches, radial loops, ulnar loops, central pockets, whorls, twinned loops, compound patterns, &c. Even "finger amputated" and "finger damaged, scarred, yields imperfect impression," have their own code letters, while figures are used to denote various classes of ridges. The code was circulated some years ago to the police of all countries, and has been officially adopted by all of them.

Reports of Pending Proceedings.

In the case of *The Estate of H. T. H. Sykes, deceased: Harris* v. *Sykes*, on the 14th inst., in which an application to fix a day for the hearing was made to Sir Henry Duke, President, after the application had been dealt with, Sir Patrick Hastings (who appeared for the defendants) said: I have been asked to bring to your lordship's notice that to-day in a newspaper called *The Daily Express* there is half a column of matter which could only have been supplied by someone very intimately connected with this case. There is the statement that a very heavy claim is being made by the female plaintiff, a statement that to-day an application is to be made to the court, the names of counsel are given, and other details are gratuitously added which cannot fail to cause a great deal of annoyance.

The President: You need not pursue the matter, Sir Patrick. The statements published may be libellous, and their publication may be a contempt of court, and I am ready at any time to deal with any application to prevent publications of this kind, but I cannot deal with the matter further on the present application. I have made definite inquiries, and I am satisfied that this class of publication does not proceed from the Registry.

Sir Ellis Hume-Williams (for the plaintiffs): I have not seen the article nor have I heard of it.

The President: Publication of matters of this kind is a malpractice, for the matters published may concern persons who may never become public litigants at all. For that reason, this kind of publicity should be avoided, and if it is not avoided, and the rules of court governing the matter are infringed, I shall endeavour to deal with it in a manner that will prevent future infringements.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4%. Next London Stock Exchange Settlement, Thursday, 4th December.

	Middle Price 19th Nov.	Interest Yield. £ s. d.
English Government Securities.		
Consols 2½%	58½	4 5 0
War Loan 5% 1929-47	101½	4 19 0
War Loan 4½% 1925-45	97½	4 12 0
War Loan 4% (Tax free) 1929-42	100½	3 19 0
War Loan 3½% 1st March 1928	96½	3 13 0
Funding 4% Loan 1960-90	90½	4 9 0
Victory 4% Bonds (available at par for Estate Duty)	93½	4 6 0
Conversion 4½% Loan 1940-44	99 1/16	4 11 0
Conversion 3½% Loan 1961	79 1/16	4 8 0
Local Loans 3% 1921 or after	67	4 9 0
Bank Stock	259	4 12 0
India 4½% 1950-55	87½	5 3 0
India 3½%	67⅜	5 4 0
India 3%	58½	5 3 0
Colonial Securities.		
Canada 3% 1938	84	3 11 0
Cape of Good Hope 3½% 1929-49	81½	4 6 0
Jamaica 4½% 1941-71	96½	4 13 0
New South Wales 4½% 1935-45	97	4 12 0
New Zealand 4½% 1944	96½	4 13 0
New Zealand 4% 1929	95¾	4 3 0
South Africa 4% 1943-63	91	4 8 0
S. Australia 3½% 1926-36	87	4 0 0
Tasmania 3½% 1920-40	84⅜	4 2 0
W. Australia 4½% 1935-65	96½	4 13 0
Corporation Stocks.		
Birmingham 3% on or after 1947 at option of Corpn.	66	4 11 0
Bristol 3½% 1925-65	77½	4 10 0
Cardiff 3½% 1935	89	3 18 0
Glasgow 2½% 1925-40	74½	3 7 0
Liverpool 3½% on or after 1942 at option of Corpn.	77½	4 10 0
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54½	4 12 0
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	66½	4 10 0
Manchester 3% on or after 1941	66½	4 10 0
Middlesex C.C. 3½% 1927-47	82½	4 5 0
Newcastle 3½% irredeemable	75½	4 13 0
Nottingham 3% irredeemable	65½	4 12 0
Plymouth 3% 1920-60	69	4 7 0
English Railway Prior Charges.		
Gt. Western Rly. 4% Debenture	86	4 13 0
Gt. Western Rly. 5% Rent Charge ..	104½	4 16 0
Gt. Western Rly. 5% Preference	103	4 17 0
L. North Eastern Rly. 4% Debenture ..	85	4 14 0
L. North Eastern Rly. 4% Guaranteed ..	82½	4 17 0
L. North Eastern Rly. 4% 1st Preference	81½	4 18 0
L. Mid. & Scot. Rly. 4% Debenture ..	85½	4 14 0
L. Mid. & Scot. Rly. 4% Guaranteed ..	83	4 16 0
L. Mid. & Scot. Rly. 4% Preference ..	81½	4 18 0
Southern Railway 4% Debenture	84½	4 14 0
Southern Railway 5% Guaranteed ..	102	4 18 0
Southern Railway 5% Preference	101	4 19 0

Attorney-General and Cabinet.

Sir Harry Poland, writing to *The Times*, on the above subject with reference to the remarks last week in our contemporary, *The Law Journal*, says: Sir,—I am pleased to see the protest by *The Law Journal* on this subject, quoted in *The Times* of November 14th, and I shall be glad if you will allow me to add a few words in support of such a protest. Most distinguished men who were statesmen as well as lawyers have filled the office of Attorney-General, and, except in the two cases referred to in *The Law Journal*, it was never thought right to include them in the Cabinet. Let me give some instances: Sir John Campbell, Sir Hugh Cairns, the friend of Mr. Disraeli, Sir Roundell Palmer, the friend of Mr. Gladstone, and, last but not least, Lord Birkenhead, who protested against the Cabinet's interfering with him in the exercise of his duties as Attorney-General. This important question was discussed in *The Times* of 27th October, 1915, by Mr. Swift MacNeill, who, in a very able and learned letter, dealt with the subject from a constitutional point of view. I supported his opinion in a letter in *The Times* the next day. I should like to add that the three professional journals, *The Law Journal*, *The Law Times*, and *The Solicitors' Journal*, in 1915 expressed strong opinions that the Attorney-General ought not to be included in the Cabinet.

That the Attorney-General deserves promotion of some kind all are agreed.

Law Students' Journal.

Calls to the Bar.

The following students were called to the Bar on Monday:—

INNER TEMPLE.—G. G. Honeyman (Certificate of Honour, Michaelmas term, 1924), M.A., LL.B.; P. H. M. Oppenheimer, B.A.; H. G. Willmer, B.A.; H. M. Abrahams, B.A.; S. W. R. Dias-Bandaranaike, B.A.; H. M. Pratt, B.A.; H. C. McKisack, B.A.; G. A. J. Smallwood, B.A.; H. D. Mulak; C. J. H. Graham, B.A.; J. St. Clair Lindsay, B.A.; G. R. King, B.A., B.C.L.; W. D. Carroll, B.A., B.C.L.; A. C. Edgar, M.A.; G. C. Croft, B.A.; S. J. Bailey, B.A., LL.B.; C. E. Newton, B.A., B.C.L.; D. Robertson, B.A.; Miss I. Cooper Willis; W. K. Carter, B.A., LL.B.; J. H. A. Street, B.A.; G. G. Raphael; E. G. Payne, M.A.; E. H. A. J. O'Donnell, R.F.A.

MIDDLE TEMPLE.—Mir Liaqut Alikhan, B.A. (Bombay), LL.B. (Lond.); Jall Sorabjee; Olive C. Clapham, M.A., B.C.L. (Oxon); W. Tudor Davies, B.A. (Wales); Mirza Mohamed Sadiq Beg, B.A. (Cantab); N. B. C. L. Davies, LL.B. (Lond.); I. Jones; Henrietta L. M. Gibbs, B.A., B.C.L. (Oxon); Man Kasher Dass, B.A. (Punjab); Hamidullah Khan; Mohammed Hammad Faruqi, M.A. (Edin.), LL.B. (Belfast); C. Stephen, M.A., B.Sc., B.D. (Glasg.); Elsie E. Bowerman; Govindrao Krishnarao Shinde, B.A. (Allahabad); T. J. Cash, B.A. (Lond.); R. McClean; F. P. Sargeant; Rajaram Raoji Kale; Emilios Avraam Tavernary; Mir Feroz Ali Khan Rafi Jung; F. O. Lucas; Asaf Ali Asghar Fyzee, B.A., LL.B. (Bombay), Vakil, Bombay High Court; C. B. Pearson, B.A. (Cantab); Casippillai Kudde Tambe, High Court Pleader, Rangoon; Kasambhoy Alladinbhoy Somjee, M.A., LL.B. (Bombay), Vakil, Bombay High Court.

LINCOLN'S INN.—H. A. O. O'Reilly (Certificate of Honour, Trinity, 1924); S. B. Sinha (Certificate of Honour, Trinity, 1924), M.A., B.L., Vakil of the High Court of Calcutta; H. T. Sudarangani; A. Ahmed; S. C. Georgallides; C. W. J. Imbert; J. F. Park, B.A. (Oxon); J. Mathew; M. A. Rahman, LL.B. (Lond.); M. B. Maniar; W. R. Fuller; S. H. Kyle, B.A. (Oxon); S. K. Guha, M.A., B.L., Vakil of the Calcutta High Court; J. K. Ghose, Vakil of the High Court, Calcutta; P. N. Mallick, Vakil of the High Court of Calcutta; M. Hasan, Vakil of the High Court, Calcutta; S. N. Basu, Vakil of the High Court of Patna.

GRAY'S INN.—C. M. Hobson (Certificate of Honour, Michaelmas, 1924), B.A.; K. K. O'Connor (Certificate of Honour, Michaelmas, 1924); Yashavant Bachaji Rege (Certificate of Honour, Michaelmas, 1924), B.A., LL.B. (Bombay), Vakil of the Bombay High Court; Ram Narain Dhawan, B.A., M.Sc. (Punjab Uni.); L. O. Fuller, M.R.C.S. (England), L.R.C.P. (London); G. H. Adams, B.A. (Oxon); C. B. Matthews; R. J. Jackson, B.A.; Brumoon Mayin Ahlip, LL.B. (Lond.); G. Adams; A. M. Krougliakoff; W. A. Hammerton, B.A.; R. D. R. Hill; Kathleen M. M. Sissmore; Dorothy F. Jeffery, LL.B. (Manchester); A. A. Warren, B.A.; D. R. Lloyd, B.Sc. (Wales); E. Terrell; Venetia Josephine Mary Stephenson; N. E. K. Nash; Soterios Christou Arvezopoulos; Evan Silk, B.A., LL.B.; Mannat Govindan Nayar, M.A., B.L. (Madras), Vakil of the Madras High Court; R. E. Sharpley; J. R. Jones, B.A.; J. B. Walmsley; A. P. Arnold; H. C. Croft-Cohen.

Law Students' Debating Society.

A meeting was held at The Law Society, on Tuesday, 18th November, Mr. P. S. Pitt in the chair. Mr. John F. Chadwick proposed:—"That this House deplores the result of the General Election." Mr. R. A. Beck opposed. There also spoke Messrs. J. R. Amphlett, R. D. C. Graham, H. Shanly, R. G. M. Fletcher, R. Oliver, L. A. Wingfield, M. C. Batten, H. Quennell, D. E. Oliver, and W. S. Jones. The motion was lost by 15 votes to 11. There were 30 members and five visitors present.

Legal News.

Appointments.

Mr. NATHANIEL MICKLEM, K.C., has been appointed to be a member of the Royal Commission on Lunacy and Mental Disorder, to fill the vacancy caused by the resignation of Mr. Justice MacKinnon.

Mr. J. B. MATTHEWS, K.C., and Sir WILLIAM FINLAY, K.C., have been elected Benchers of the Middle Temple, and The Hon. CHARLES E. HUGHES (Secretary of State, U.S.A.) has been elected an Honorary Bencher.

The Hon. HERBERT CRAWSHAY BAILEY, Barrister-at-Law, has been appointed to be a paid Legal Commissioner under the Mental Deficiency Act, 1918.

Mr. GERALD CHAMPION LEWIS, Barrister-at-Law, has been appointed to be Recorder of the Borough of West Bromwich.

Birmingham Watch Committee has appointed Mr. MERVYN P. PUGH as prosecuting Solicitor in succession to Mr. Wilfred J. Day, who has been appointed clerk to the Justices at Leicester.

The Home Secretary has appointed Mrs. WILSON-FOX to be a member of the Committee appointed on 4th April, 1924, to examine the problem of Child Adoption, in place of the Duchess of Atholl, M.P., who has resigned from the Committee in view of her appointment as Parliamentary Secretary to the Board of Education.

Dissolutions.

HAMILTON FULTON and EDWARD SANT, Solicitors, Salisbury, Amesbury and Downton (Hamilton Fulton & Sant), the 1st day of October, 1924. All debts due and owing to or by the said late firm will be received or paid by the said Edward Sant. And such business will be carried on in the future by the said Edward Sant, under the style or firm of Hamilton Fulton & Sant. [*Gazette*, 14th November.

HENRY THOMAS ROBINSON and EDWIN WHATSON HULL, Solicitors, 10, New Broad-street, City of London (Taylor & Taylor), 15th day of November, 1924. [*Gazette*, 18th November.

General.

Mr. Henry Cave Way, the oldest solicitor practising in Portsmouth, has died at the age of seventy-five.

Little Bookham Common, a favourite resort of Londoners, has been presented to the National Trust by Mr. H. C. Willock Pollen, J.P., the Lord of the Manor.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday Nov. 24	Mr. More	Mr. Hicks Beach	Mr. Synge	Mr. Ritchie
Tuesday ...25	Jolly	Bloxam	Ritchie	Synge
Wednesday .26	Ritchie	More	Synge	Ritchie
Thursday ..27	Synge	Jolly	Ritchie	Synge
Friday 28	Hicks Beach	Ritchie	Synge	Ritchie
Saturday ...29	Bloxam	Synge	Ritchie	Synge
Date.	Mr. Justice Astbury.	Mr. Justice Lawrence.	Mr. Justice Russell.	Mr. Justice Tomlin.
Monday Nov. 24	Mr. More	Mr. Jolly	Mr. Bloxam	Mr. Hicks Beach
Tuesday ...25	Jolly	More	Hicks Beach	Bloxam
Wednesday .26	More	Jolly	Bloxam	Hicks Beach
Thursday ..27	Jolly	More	Hicks Beach	Bloxam
Friday 28	More	Jolly	Bloxam	Hicks Beach
Saturday ...29	Jolly	More	Hicks Beach	Bloxam

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—FRIDAY, November 14.

MARTON AND DISTRICT GROWERS ASSOCIATION LTD. Nov. 30. James Todd, 18, Birley-st., Blackpool.
DUNSTON ENGINE WORKS CO. LTD. Nov. 29. William F. King, 31, Mosley-st., Newcastle-upon-Tyne.
THE ADELAIDE CO. LTD. Dec. 10. Fred P. Leach, 52, Prescott-st., Halifax.

London Gazette.—TUESDAY, November 18.

DELHI & LONDON BANK LTD. Jan. 31. Reginald B. Petre, 11, Ironmonger-lane.
RAILTON COBHAM & CO. LTD. Dec. 31. E. A. Chambers, 40, Brazennose-st., Manchester.
THE L. S. D. MOTOR CO. LTD. Dec. 1. Frederick White, Britannia-chmbrs., St. George's-square, Huddersfield.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, November 14.

Complete Gas Combustion Ltd.
Wm. Browning Co. Ltd.
The Adrian Manufacturing Co. Ltd.
Fields Ltd.
Butts Foundry Co. Ltd.
Edwin Winhall Ltd.
The Beldam Tyre Co. (1920) Ltd.
The Birmingham Wireless Co. Ltd.
Geo. Farrow Ltd.
The United Tobacconists' Association Ltd.
Erecta Ltd.
Walshs' (Southport) Ltd.
Centaur Estate Co. Ltd.
Reliance Motor Works Ltd.
Heaps Velour Ltd.
The Farnham Water Co. Ltd.
T. Gerrish Ltd.
The Cannock Agricultural Co. Ltd.
General Bar Supplies Ltd.
Real Lace Reproductions Ltd.
The Standrard Tyre and Rubber Manufacturers Ltd.
Richardson's (Cobridge) Ltd.
Stockton & Bunn Ltd.
F. H. Ennor & Co. Ltd.
Alfred Zeitlin and Paul Murray Ltd.
Reading Investment Corporation Ltd.
East Indies Development Syndicate Ltd.
Best & Wright Ltd.
The Coventry Mascot Cycle Co. Ltd.

London Gazette.—TUESDAY, November 18.

Clifford & Co. (Sale) Ltd.
Zacatecas Syndicate Ltd.
William H. Glaser Ltd.
Jinks, Blake & Co. Ltd.
New Found Out Mines Ltd.
Motor Booking Offices Ltd.
R.L. Productions Ltd.
British Refrigerating Co. Ltd.
Delhi & London Bank Ltd.
Theo. Martyn & Co. Ltd.
Allen Adams & Co. Ltd.
Joseph Wild & Sons Ltd.
Dainties Ltd.
T. H. & C. Ball Ltd.
Lyons Leatt Ltd.
Ambassadors Productions Ltd.
Henry Chapman Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—FRIDAY, November 14.

ADAMSON, JOSEPH H., Stockport, Painter. Stockport. Pet. Nov. 8. Ord. Nov. 8.
AINGE, A. D., Newport, Mon., Manufacturers' Agent. Newport (Mon.). Pet. Sept. 24. Ord. Nov. 10.
ASTLEY, H. ROBERT, Lower John-st., Golden-sqre., Architect. High Court. Pet. Sept. 19. Ord. Nov. 11.
BALL, GEORGE, Loughborough, Cycle Agent. Leicester. Pet. Nov. 10. Ord. Nov. 10.
BARCLAY, EDGAR N., Addiscombe, Dealer in Sports Materials. Croydon. Pet. Nov. 11. Ord. Nov. 11
BASTICK, ALICE E. J., Birmingham, Windscreen Maker. Birmingham. Pet. Oct. 9. Ord. Nov. 10.
BELL, FRANK D., Capel, near Dorking, Engineer. Croydon. Pet. Nov. 10. Ord. Nov. 10.
BROWN, CHARLES A., Henley-on-Thames, Butcher. Reading. Pet. Nov. 8. Ord. Nov. 8.
BUNKER, JOHN H., South Brent, Devon, General Dealer. Plymouth. Pet. Nov. 11. Ord. Nov. 11.
BURLEY, WILLIAM, and BURLEY, SAM D., Leicester, Leather Merchants. Leicester. Pet. Nov. 11. Ord. Nov. 11.
CATTLE, JOHN A., Kingston-upon-Hull, Butcher. Kingston-upon-Hull. Pet. Nov. 10. Ord. Nov. 10.
DAVIES, THOMAS, Ystrad Mynach, Glam., Provision Merchant. Merthyr Tydfil. Pet. Nov. 12. Ord. Nov. 12.
DEWSBURY, PHILIP J., Swansea, Butcher. Swansea. Pet. Nov. 10. Ord. Nov. 10.
DREW, HARRIETT, Narborough, Norfolk, Farmer. King's Lynn. Pet. Nov. 12. Ord. Nov 12.
GRAHAM, WILLIAM T., South Shields, Coppersmith. Newcastle-upon-Tyne. Pet. Nov. 8. Ord. Nov. 8.
HILL, THOMAS, Conisborough, Miner's Checkweighman. Sheffield. Pet. Nov. 12. Ord. Nov. 12.
HIMS, EDWIN, Bicester, Grocer. Oxford. Pet. Nov. 11. Ord. Nov. 11.
HOLDEN, HUGH, Longton, near Preston, Labourer. Preston. Pet. Nov. 11. Ord. Nov. 11.
INCH, THOMAS, Putney, Physical Culture Expert. Wandsworth. Pet. Nov. 10. Ord. Nov. 10.
KENNEY, HENRY, New Bilton, near Rugby, Coal Merchant. Coventry. Pet. Nov. 10. Ord. Nov. 10.
LANT, THOMAS H., Tunbridge Wells, Manufacturer's Agent. Tunbridge Wells. Pet. Nov. 10. Ord. Nov. 10.
LLOYD, ALFRED, Blackpool, Joiner. Blackburn. Pet. Oct. 27. Ord. Nov. 11.
MACKENZIE, IAN A., Liverpool, Produce Merchant. Liverpool. Pet. Nov. 10. Ord. Nov. 10.
MANN, HARRY J., Easton, Norfolk, Licensed Victualler. Norwich. Pet. Nov. 10. Ord. Nov. 10.
MOORHOUSE, HERBERT S., Bradford, Motor Engineer. Bradford. Pet. Nov. 10. Ord. Nov. 10.
MOREAU, JEANNIE, Pewsey, Wilts, Grocer. Swindon. Pet. Nov. 11. Ord. Nov. 11.
ORAMS, EDWARD, Mundesley, Norwich. Pet. Oct. 24. Ord. Nov. 11.
PATCHETT, JOHN, Billinghay, Lincs., Wheelwright. Boston. Pet. Nov. 10. Ord. Nov. 10.
ROTHWELL, ELI, Bare, Morecambe, Fruit and Potato Merchant. Preston. Pet. Nov. 12. Ord. Nov. 12.
SHAW, GEORGE, Oughtybridge, near Sheffield, Boot Dealer. Sheffield. Pet. Nov. 11. Ord. Nov. 11.
SLAYTOR, ERNEST A., Leicester, Builder. Leicester. Pet. Oct. 24. Ord. Nov. 11.
SMITH, HERBERT E., Birmingham. Birmingham. Pet. Nov. 10. Ord. Nov. 10.
SUTTON, JOSEPH C., Stirchley, Birmingham, Decorator. Birmingham. Pet. Nov. 11. Ord. Nov. 11.
TEES, JOHN C., Bolton, Painter. Bolton. Pet. Nov. 10. Ord. Nov. 10.
TILLSON, FREDERICK W., Abbotts Ripton, Hunts., Farmer. Peterborough. Pet. Nov. 10. Ord. Nov. 10.
WHITEHOUSE, ISAAC E., Dudley, Boot Maker. Dudley. Pet. Nov. 10. Ord. Nov. 10.
WISE, FRANCIS ST. G., Eastbourne, Boarding House Keeper. Eastbourne. Pet. Nov. 11. Ord. Nov. 11.
WODEHOUSE, PERCY G., Woolmers, Herts., Engineer. Hertford. Pet. Nov. 8. Ord. Nov. 8.
WRIGHT, WILLIAM T., Pangbourne, Nurseryman. Reading. Pet. Aug. 22. Ord. Nov. 8.

Amended Notice substituted for that published in the *London Gazette* of October 24, 1924 :—

HINKSMAN, JACK, Ludlow, Salop, Licensed Victualler. Leominster. Pet. Oct. 4. Ord. Oct. 21.

London Gazette.—TUESDAY, November 18.

ADAMS, WILLIAM F. C., Clifton House, Johnstone, Grocer. Haverfordwest. Pet. Nov. 14. Ord. Nov. 14.
ATKINS, FRANK W., Bromley, Builder. Croydon. Pet. Nov. 14. Ord. Nov. 14.
THE AUTO VALET SERVICES, Bradford, Dry Cleaners. Bradford. Pet. Oct. 28. Ord. Nov. 13.
BARNARD, PHILIP, Old Kent-rd., Tool Merchant. High Court. Pet. Nov. 15. Ord. Nov. 15.
BEAL, GEORGE, Snodland, Kent. Maidstone. Pet. Nov. 13. Ord. Nov. 13.
BOOTH, ROBERT W., Dukinfield, Boot Dealer. Ashton-under-Lyne. Pet. Nov. 15. Ord. Nov. 15.
BRIERLEY, WILTON R., Milnrow, near Rochdale, Grocer's Assistant. Rochdale. Pet. Nov. 13. Ord. Nov. 13.
BULL, MAURICE, Manchester-av., Aldersgate-st., Fur Merchant. High Court. Pet. Nov. 13. Ord. Nov. 13.
COTON, CHARLES H., Petherton, Somerset, Grocer. Bridgwater. Pet. Nov. 15. Ord. Nov. 15.
DAVIES, C. J., Liverpool, Cabinet Maker. Liverpool. Pet. Oct. 2. Ord. Nov. 13.
FITCH, WILLIAM H., Kingston-upon-Hull, Ice Cream Manufacturer. Kingston-upon-Hull. Pet. Nov. 13. Ord. Nov. 13.
FLETCHER, WILLIAM H., Cannon-st., E.C., Haulage Contractor. High Court. Pet. June 19. Ord. Nov. 11.
FOGG, THOMAS, Smallthorne, Staffs, Baker. Hanley. Pet. Nov. 15. Ord. Nov. 15.
GILBERT, CLARENCE L. F., Birmingham, Carpenter. Birmingham. Pet. Nov. 14. Ord. Nov. 14.
GOWARD, JOHN, Norwich, Pork Butcher. Norwich. Pet. Nov. 15. Ord. Nov. 15.
GREGGE, WALTER J., Great Grimsby, Bookmaker. Great Grimsby. Pet. Nov. 13. Ord. Nov. 13.
HALL, FRED, Brigg, Lincs, Fruiterer. Great Grimsby. Pet. Nov. 12. Ord. Nov. 12.
HAVEMEYER, EDYTHE, Ryder-st., St. James's. High Court. Pet. Oct. 2. Ord. Nov. 12.
HUTTON, CAPTAIN CHARLES E., Baker-st. High Court. Pet. Oct. 3. Ord. Nov. 12.
IREDALE, HARRY, Birstall, Journeyman Decorator. Dewsbury. Pet. Nov. 15. Ord. Nov. 15.
JONES, ALFRED E., Birmingham, Manufacturer. Birmingham. Pet. Oct. 23. Ord. Nov. 13.
JONES, FRANK C., Southsea, Hants, Watch Maker's Material Dealer. Portsmouth. Pet. Nov. 12. Ord. Nov. 12.
KEIZER, S., Great Alie-st., Aldgate, Leather Merchant. High Court. Pet. Sept. 24. Ord. Nov. 12.
LEVIN, LEWIS, Stepney, Paper Bag Manufacturer. High Court. Pet. Oct. 24. Ord. Nov. 12.
LOVELL, JOHN, Odell, Beds, Smallholder. Bedford. Pet. Nov. 14. Ord. Nov. 14.
LUKOVER, N., Commerical-rd., E., Blouse Manufacturer. High Court. Pet. Nov. 8. Ord. Nov. 14.
MACKLEY, JOHN E., Keighley, Corn Merchant. Bradford. Pet. Nov. 13. Ord. Nov. 13.
MILES BROTHERS, Bangor, Tobacco Dealers. Bangor. Pet. Nov. 1. Ord. Nov. 14.
MOSS, JOHN, Lymm, Chester, Toolmaker. Warrington. Pet. Nov. 13. Ord. Nov. 13.
O'DRISCOLL, PATRICK F., Royal Exchange. High Court. Pet. Oct. 10. Ord. Nov. 12.
PARKIN, G. A., Walthamstow, E., Motor Agent. High Court. Pet. Oct. 23. Ord. Nov. 13.
PRESTON, HUGH R., Adelphi, W.C. High Court. Pet. June 5. Ord. Nov. 13.
RAMSBOTTOM, ALFRED, Macclesfield, Blouse Manufacturer. Macclesfield. Pet. Nov. 14. Ord. Nov. 14.
REYNOLDS, HARRY, Oldham, Beerseller. Oldham. Pet. Nov. 12. Ord. Nov. 12.
RICHARDSON, JOHN T., and RICHARDSON, THOMAS, Newcastle-upon-Tyne, Farmers. Newcastle-upon-Tyne. Pet. Nov. 13. Ord. Nov. 13.
SADLER, ERNEST F., Bedford, Grocer. Ipswich. Pet. Nov. 11. Ord. Nov. 11.
SHALDERS, CHARLES E., Great Yarmouth, Garage Proprietor. Great Yarmouth. Pet. Nov. 14. Ord. Nov. 14.
SOUTHAM, WILLIAM, Barnoldswick, Milk Dealer. Bradford. Pet. Nov. 13. Ord. Nov. 13.
VALIN, SOLOMON, Bethnal Green. High Court. Pet. Oct. 27. Ord. Nov. 14.
VOAK, JAMES S., Brixton, Builder. High Court. Pet. Nov. 12. Ord. Nov. 12.
WALTON, MICHAEL E., Windsor. High Court. Pet. Oct. 10. Ord. Nov. 13.
WHITTAKER, ETHEL, Birkenhead, Outfitter. Liverpool. Pet. Nov. 14. Ord. Nov. 14.
WILKINS, JOHN, Litcham, Norfolk, Engine Driver. Norwich. Pet. Nov. 15. Ord. Nov. 15.
WILLIAMS, DAVID, Felinfach, Cardigan, Farmer. Aberystwyth. Pet. Nov. 5. Ord. Nov. 5.
WILLIAMS, WILLIAM, Felinfach, Cardigan, Farmer. Aberystwyth. Pet. Nov. 5. Ord. Nov. 5.

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